



State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

January 27th, 2025

RE: Request for Proposal (RFP) Number 24-10215, Youth Cannabis Education and Prevention Media Campaign

The California Department of Public Health (CDPH) is soliciting responses from qualified full-service advertising and/or public relations agencies ("Contractor") that possess the knowledge, expertise, and experience in developing, implementing, and evaluating a strategic, statewide media campaign. The contract term will be from June 3rd, 2025, or upon final California Department of General Services (DGS) Approval, whichever is later, to June 30, 2029.

California Law requires Disabled Veteran Business Enterprise (DVBE) participation. CDPH policies require DVBE participation of 3-percent on all contracts exceeding \$5,000. All Proposers, including out-of-state firms must comply with California's DVBE participation requirements. Proposals without a minimum 3-percent participation from a DVBE Certified prime or subcontractor will be deemed non-responsive.

Please read all instructions and forms thoroughly to ensure your proposal is in compliance with the requirements of the RFP. Regardless of postmark or method of delivery, the California Department of Public Health's Centralized Contract Services Unit must receive proposal packages no later than **3 PM** on **March 17th, 2025**, as specified in this RFP.

In the opinion of CDPH, this RFP is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, put all inquiries in writing and mail, email or fax them to CDPH according to the instructions in the RFP section entitled, "Proposer Questions."

Thank you for your interest in our department's service needs.

Sincerely,

Greg Hester

Contract Analyst, Contract Services Unit
1616 Capitol Avenue, MS 1802
Sacramento, CA 95814
Phone: 279-667-2191
Fax: 916-650-0110
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**California Department of Public Health
Center for Healthy Communities
Substance and Addiction Prevention Branch**

**Request for Proposal – Secondary 24-10215
Youth Cannabis Education and Prevention Media Campaign**

California Department of Public Health
Centralized Contracts Services Unit

Greg Hester, Contract Analyst

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1616 Capitol Avenue
Sacramento, CA 95814
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*Section A – Purpose, Background and Description of Services by
the Staff of the Center for Healthy Communities.*

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Q. Required Attachments

All available for download at: <https://caleprocure.ca.gov/event/4265/24-10215>

Attachment #	Attachment Name
Attachment 1	Mandatory Letter of Intent
Attachment 2	Proposal Cover Page
Attachment 3	Proposer Previous Experience Summary
Attachment 4	Client References
Attachment 5	Project Personnel Summary
Attachment 6	Cost Proposal Form
Attachment 7.1	Budget Detail Work Sheet (FY 2024/2025)
Attachment 7.2	Budget Detail Work Sheet (FY 2025/2026)
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Attachment 9	Required Attachment / Certification Checklist
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Attachment 11	Payee Data Record & Supplement (STD 204 & STD 205)
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Attachment 14	Disabled Veteran Business Enterprise Declarations
Attachment 15	Target Area Contract Preference Act (TACPA)
Attachment 16	Contractor Certification Clauses (CCC 04/2017)
Attachment 17	Follow-On Consultant Contract Disclosure
Attachment 18	Contractor Confidentiality Statement
Attachment 19	Conflict of Interest Compliance Certification Form
Attachment 20	Darfur Contracting Act of 2008
Attachment 21	Mandatory Generative Artificial Intelligence Disclosure (STD 1000)
Attachment 22	California Civil Rights Laws Attachment
Attachment 23	Iran Contracting Act Verification Form
Attachment 24	Certification of California Office and Gross Billings
Attachment 25	Guaranty
Attachment 26	Agency Fact Sheet
Attachment 27	Bankruptcy and Litigation Disclosure

R. Sample Contract Forms / Exhibits

Exhibit #	Exhibit Name
Exhibit A1	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B1	Cost Proposal
Exhibit C	General Terms and Conditions (GTC-610 4/2017). View or download at this Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
Exhibit D	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit F	Information Privacy and Security Requirements
Exhibit G	Resumes
Exhibit H	Contractor's Release

A. Purpose Background, Goals and Objectives

1. Purpose

The California Department of Public Health (CDPH), Center for Healthy Communities (CHC), Substance and Addiction Prevention Branch (SAPB), Youth Cannabis Prevention Initiative (YCPI) is soliciting proposals from qualified full-service advertising and/or public relations agencies ("Contractor") licensed to do business in California with a California office that possesses the knowledge, expertise, and experience in developing, implementing and evaluating a strategic, statewide media campaign. Proposals must address all of the services described in Exhibit A, "Scope of Work."

The selected Contractor is responsible for creating a statewide media campaign based on **Exhibit A, "Scope of Work."** This solicitation herein after will be referred to within this document and any appendices as Request for Proposal 24-10215, Substance and Addiction Prevention Branch, Youth Cannabis Education and Prevention Media Campaign (YCMCRFP).

CDPH intends to make a single contract award to the most responsive and responsible agency offering the highest scoring bid. This procurement is open to all eligible agencies that meet the qualification requirements, including commercial businesses, nonprofit organizations, State or public universities (including auxiliary organizations) and other entities.

2. Background

Cannabis is the most commonly used drug among California youth.¹ In 2023, almost a quarter of high school respondents (23 percent) reported having ever used cannabis, while 10.4 percent are current users; higher than the rates of ever using (21.6 percent) and currently using tobacco (7.3 percent), with African Americans having the highest prevalence of current cannabis use (18.1 percent). The prevalence of current cannabis use among 12th-graders (14 percent) was almost double that of 10th-graders (7.2 percent).²

Cannabis use by youth and young adults in their early 20s can have short- and long-term health effects. According to the U.S. Surgeon General, frequent cannabis use for those under 25-years old is associated with lower school performance, changes in attention and memory, increased school absences, and increased rates of suicidality and suicidal behaviors.³ According to the Centers for Disease Control and Prevention (CDC)⁴, short-term health effects may include trouble with thinking, paying attention, and remembering; faster heart rate; and increased blood pressure. Long term health effects can include increased risk of heart attack and heart disease, respiratory effects such as chronic bronchitis, and mental health risks such as depression, social anxiety and psychosis.

In 2016, the Control, Regulate and Tax Adult Use of Marijuana Act (known as the "Adult Use of Marijuana Act" or "Proposition 64") legalized the possession, cultivation, and use of marijuana for non-medical purposes in California for adults 21 years or older. The California Marijuana Tax ("Tax Fund") fund was created to deposit all revenues, including taxes, collected under the Adult Use of Marijuana Act. Pursuant to California [Revenue and Taxation Code Section 34019](#) subdivision (f), a percentage of the money in the Tax Fund must be deposited into the Youth Education, Prevention, Early Intervention and Treatment Account (YEPEITA) and disbursed to the California Department of Health Care Services (DHCS) each fiscal year.

Through an Interagency Agreement (IAA) with DHCS, CDPH created the Youth Cannabis Prevention Initiative (YCPI), which is comprised of the California Cannabis Surveillance System (CCSS) and the Cannabis Education and Youth Prevention Program (CEYPP).

CCSS is a public health surveillance system that monitors youth and adult cannabis use; legal, social, and environmental impacts; and clinical outcomes. CEYPP provides health education and prevention to reduce the negative impacts and consequences of cannabis use through media and social marketing campaigns and state and local partnerships.

References

1. NIDA. Media Guide. National Institute on Drug Abuse, 2 Jul. 2018
<https://www.drugabuse.gov/publications/media-guide>. [Accessed 8 May 2020].
2. Clodfelter, R., Dutra, L. M., Bradfield, B., Russell, S., Levine, B., & von Jaglinsky, A. (2023). Annual results report for the California Youth Tobacco Survey 2023. RTI International.
3. Gobbi, G., et al. (2019). Association of Cannabis Use in Adolescence and Risk of Depression, Anxiety, and Suicidality in Young Adulthood: A Systematic Review and Meta-analysis. *JAMA Psychiatry*. 76(4):426–434.
4. Centers for Disease Control and Prevention. Marijuana and Public Health, Health Effects of Marijuana. 2021. <https://www.cdc.gov/marijuana/health-effects/index.html>

3. Goals and Objectives

CDPH SAPB is seeking a dynamic advertising and/or public relations Contractor with strong, full-service advertising capabilities to produce and implement a scientifically, developmentally, and culturally appropriate statewide youth cannabis education and prevention media campaign.

The media campaign must be multi-platform and responsive to changes in the media marketplace and consumer behavior with the goal of educating California youth about the risks and consequences of cannabis use to prevent/delay initiation, prevent escalation, and reduce problem cannabis use; and influence social norms, behaviors, knowledge, and attitudes for the following priority audiences:

- Youth, ages 13 – 17
- Young adults, ages 18-20

The media campaign's goal is raising awareness, providing education, and promoting youth cannabis use-prevention strategies for the following secondary audience:

- Parents and guardians

CDPH SAPB may modify and/or identify additional target groups as needed. Other priority goals, strategies, and objectives may evolve over the course of this contract.

Given California's rich diversity, CDPH SAPB places great emphasis on multicultural, multi-ethnic, and multi-lingual advertising and public relations strategies that maximize reach and impact to targeted populations. Successful Contractor may be required to procure a Subcontractor through a separate competitive process.

If the Contractor does not have full-service capabilities to effectively achieve all components of the Scope of Work, the Contractor is required to identify potential Subcontractors that will do so. If a proposed Subcontractor does not adequately and appropriately demonstrate its successful capability of providing culturally competent efforts that meet the needs of the

Scope of Work, the Contractor will be required to procure another Subcontractor through a separate competitive process.

The Contractor must be strategic, adaptable to challenges and opportunities, must have strong project management skills and the ability to effectively manage a team of subcontractors (if subcontractors are necessary to successfully address all components of the Scope of Work).

The Contractor will conduct formative research on cannabis-related knowledge, attitudes, perceptions, and social norms among California youth, young adults, and parents/guardians. The Contractor will translate the findings of formative research into actionable campaign messaging, creative concepts, and outreach strategies to inform both the media campaign and cannabis-related outreach and education initiatives at the local and state levels. This research should include, at minimum, facilitated focus groups segmented by priority audiences and key demographics within segments and may also include additional qualitative or quantitative methods such as in-depth interviews and/or surveys. Formative research must be adequate in scope and breadth to capture major beliefs, attitudes, and knowledge around cannabis use in each priority audience segment.

Given the demographic diversity of California, formative research activities should aim to achieve theoretical saturation to ensure that the qualitative data collected is relatively generalizable to the priority audiences.

B. Time Schedule

Below is the tentative time schedule for this procurement.

Event	Date	Time (If applicable)
RFP Released	Monday, January 27 th , 2025,	by 3 PM (PT)
Pre-Proposal Conference	Thursday, February 13 th , 2025	at 1 PM (PT)
Deadline to Submit RFP Questions	Tuesday, February 18 th , 2025,	by 3 PM (PT)
Responses to RFP Questions Posted	Friday, February 28 th , 2025	by 5 PM (PT)
Mandatory Non-Binding Letter of Intent	Friday, March 7 th , 2025	by 3 PM (PT)
Proposals Due Date	Monday, March 17 th , 2025,	by 3 PM (PT)
Interviews (Estimated)	April 21 st , 2025 – April 23 rd , 2025	
Notice of Intent to Award Posted (Estimated)	Tuesday, April 29 th , 2025,	by 5 PM (PT)
Protest Final Filing Date (Estimated)	Tuesday, May 6 th , 2025,	by 5 PM (PT)
Estimated Contract Start Date	Tuesday, June 3 rd , 2025, or upon final California Department of General Services (DGS) Approval, whichever is later.	

C. Contract Term and Anticipated Funding Amount

The term of the resulting agreement is expected to be from June 3, 2025, or upon DGS final approval, whichever is later, to June 30, 2029. The agreement term may change if CDPH makes an award earlier than expected or if CDPH cannot execute the agreement in a timely manner due to unforeseen delays.

The maximum amount allocated for these services for the full four-year contract will be \$25,000,000.00 (Twenty-Five Million Dollars and Zero Cents**). Any proposals over this amount will be deemed non-responsive.**

CDPH reserves the right to extend the term via amendment as necessary to complete or continue the services for up to one additional year, or for additional funding up to 30-percent of the contracted amount up to \$250,000.00, pursuant to State Contracting Manual (SCM) Volume 1 § 5.81.A.1.b. Contract extensions are subject to satisfactory performance, funding availability, and possibly approval by the Department of General Services.

The resulting contract will be of no force or effect until it is signed by both parties and approved by DGS, if required. The Contractor 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 if all approvals are not obtained.

D. Reasonable Accommodations and Document Delivery Warning

1. Reasonable Accommodations

For individuals with disabilities, the Department will provide assistive services such as reading or writing assistance, and conversion of the RFP, questions/answers, RFP 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.

Greg Hester
Centralized Contracts Services Unit
Program telephone number (916) 601-7241
(TTY) California Relay telephone number 711 - 1-800-735-2929

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

2. Document Delivery Warning

- a. CDPH's internal processing of U.S. mail may add 48 hours or more to the delivery time. If questions are mailed, consider using certified or registered mail and request a receipt upon delivery.
- b. For hand deliveries, allow sufficient time to locate parking and to sign-in at the security desk. **Please coordinate pickup with Timothy Henderson one business day before delivery by calling 916-601-7241.** If stopped at the security desk, ask security personnel to call Timothy Henderson at 916-601-7241 to arrange for document pickup and receipt issuance.
- c. Courier service personnel must sign-in at the security station and must obtain an access key card. Couriers will then be able to access pre-determined areas. If stopped at the security

desk, ask security personnel to call Timothy Henderson at 916-601-7241 to have appropriate staff collect the documents and issue a receipt.

E. Proposer Questions

Immediately notify CDPH if clarification is needed regarding the services sought or questions arise about the RFP and/or its accompanying materials, instructions, or requirements. Put the inquiry in writing and transmit it to CDPH as instructed below. At its discretion, CDPH reserves the right to contact an inquirer to seek clarification of any inquiry received.

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

Following the question submission deadline, CDPH will summarize all general questions and issues raised and post the responses to <https://caleprocure.ca.gov/event/4265/24-10215>.

If an inquiry appears to be unique to a single firm or is marked "Confidential," CDPH will mail, email, or fax a response only to the inquirer if CDPH concurs with the Proposer's claim that the inquiry is sensitive or proprietary in nature. If CDPH does not concur, the inquiry will be answered in the manner described herein and the Proposer will be so notified. Inquiries and/or responses that CDPH agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, CDPH may consolidate and/or paraphrase similar or related inquiries.

1. What to Include in an Inquiry

- a. Inquirer's name, name of firm submitting the inquiry, mailing address, email address, and telephone number.
- b. A description of the subject or issue in question or discrepancy found.
- c. RFP section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

A prospective proposer that desires clarification about specific RFP requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a proposal may submit individual inquiries that are marked "Confidential." The Inquirer must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. Question deadline

Regardless of delivery method, written inquiries must be received no later than the date and time stated in the section entitled, "Time Schedule."

Notwithstanding the question submission deadline, CDPH will accept questions or inquiries about the following issues if such inquiries are received prior to the proposal submission deadline.

- a. DVBE participation requirements and how to complete the DVBE attachments,
- b. The reporting of RFP errors or irregularities.

3. How to submit questions

Submit inquiries using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Email:
<p>Questions RFP 24-10215 California Department of Public Health Greg Hester Centralized Contracts Services Unit MS 1802 1616 Capitol Avenue Sacramento, CA 95814</p>	<p>Subject: Questions RFP 24-10215 California Department of Public Health Greg Hester Centralized Contracts Services Unit Email: greg.hester@cdph.ca.gov</p>

4. Verbal Questions

Verbal inquiries are discouraged. CDPH reserves the right not to accept or respond to verbal inquiries. **Verbal remarks provided in response to inquiries are unofficial and are not binding on CDPH unless later confirmed in writing.**

Direct all requests for DVBE assistance to CDPH's SB/DVBE up to the proposal deadline:

Terry Thomas
sbdvbe@cdph.ca.gov

5. Pre-Proposal Conference

CDPH will conduct a voluntary Pre-Proposal Videoconference on the date and time stated in the section entitled, "Time Schedule." To participate in the Videoconference, either connect at the link below or use a touch-tone telephone to dial (916) 306-8051, and then enter the following access code 840 741 900#.

Teams link: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>

Meeting ID: 232 040 114 715

Passcode: cb2K8xx9

Prospective proposers that intend to submit a Proposal are encouraged to participate in the voluntary Pre-Proposal Videoconference. It shall be each prospective proposer's responsibility to join the Videoconference promptly at the time stated in the Key Action Dates above. CDPH reserves the right not to repeat information for participants that join the Videoconference after it has begun.

If a potential prime contractor is unable to attend the voluntary Pre-Proposal Videoconference, an authorized representative of its choice may attend on its behalf. The representative may only sign-in for one potential prime contractor. Subcontractors may represent a potential prime contractor at the voluntary Pre-Proposal Videoconference.

The voluntary Pre-Proposal Videoconference is a public event or meeting, and anyone can join.

The purpose of the Videoconference is to:

- 1) Allow prospective proposers to ask questions about the services sought or RFP requirements and/or instructions.
- 2) Share the answers to general questions and inquiries received before and during the Videoconference.

Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on CDPH unless later confirmed in writing.

Carefully review this RFP before the Videoconference date to become familiar with the qualification requirements, scope of work and Proposal content requirements. Videoconference attendees are encouraged to have their copy of this IFB available for viewing during the Videoconference.

If CDPH is unable to respond to all inquiries received before and/or during the Videoconference, CDPH will provide written answers shortly thereafter. CDPH reserves the right to determine which inquiries will be answered during the Videoconference and which will be answered later in writing.

After the Videoconference, CDPH will summarize all general questions and issues raised before and during the Videoconference and post the questions to Cal eProcure. If an inquiry appears to be unique to a single firm or is marked "Confidential", CDPH will mail, email, or fax a response only to the inquirer if CDPH concurs with the inquirer's claim that the inquiry is sensitive or proprietary in nature. If CDPH does not concur, the inquiry will be answered in the manner described herein and the inquirer will be so notified. Inquiries and/or responses that CDPH agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

To the extent practical, inquiries shall remain as submitted. However, CDPH may consolidate and/or paraphrase similar or related inquiries.

Videoconference attendees are responsible for their costs to attend/participate in the Videoconference. Those costs cannot be charged to CDPH or included in any cost element of a Proposer's price offering.

F. Mandatory Non-Binding Letter of Intent

1. General information

Prospective proposers that intend to submit a proposal are **required** to indicate their intention to submit a proposal. Failure to submit the mandatory Letter of Intent will result in proposal rejection. The mandatory Letter of Intent is not binding, and prospective proposers are not required to submit a proposal merely because a Letter of Intent is submitted. **Use the Letter of Intent (Attachment 1) for this purpose.**

2. Submitting the Letter of Intent

Regardless of delivery method, the mandatory Letter of Intent must be received by the date and time stated in the section entitled, "Time Schedule."

Submit the Letter of Intent using one of the following methods.

<p>U.S. Mail, Hand Delivery or Overnight Express:</p>	<p>Email:</p>
<p>Letter of Intent RFP 24-10215 California Department of Public Health Timothy Henderson Centralized Contracts Services Unit MS 1802 1616 Capitol Avenue Sacramento, CA 95814</p>	<p>Subject: Letter of Intent RFP 24-10215 California Department of Public Health Timothy Henderson Centralized Contracts Services Unit Email: greg.hester@cdph.ca.gov</p>

G. Scope of Work

See **Exhibit A**, entitled, "Scope of Work" that is included in the Sample Contract Forms and Exhibits section of this RFP. Exhibit A contains a detailed description of the services and work to be performed as a result of this procurement. This can be found alongside this solicitation within the file named "Sample Agreement and Exhibits" at <https://caleprocure.ca.gov/event/4265/24-10215>.

H. Deliverables-Based Agreement

The Contract resulting from this Solicitation is deliverable-based and utilizes a lump sum/fixed price approach as described in the State Contracting Manual (SCM V1 § 7.30). The resulting contract will follow applicable Public Contract Code (PCC) provisions, including but not limited to PCC § 10371(c).

I. Qualification Requirements

Failure to meet the following requirements by the proposal submission deadline will be grounds for CDPH to deem a proposer nonresponsive. Evaluators may choose not to thoroughly review or score proposals that fail to meet these requirements.

1. In submitting a proposal, each proposer must certify and prove that it possesses the following qualification requirements:
2. At least three (3) consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five (5) years. It is possible to attain the experience types listed below during the same time period. Proposers must have experience in:
 - a. social cause marketing and/or public health advertising.
 - b. behavior-change marketing/advertising.
 - c. outreach to the campaign's priority audiences: youth ages 13 – 17, ages 18 – 20, and parents/guardians.
 - d. marketing/advertising to multi-lingual, multi-ethnic audiences

- e. operating, full-service, advertising and/or public relations agency with minimum annual gross billings of \$10 million, which may include media placement billings for agency clients completed by an external media buying service.
3. Have a minimum of 20 employees and a California-based office.
4. No active conflict of interest with tobacco, e-cigarette, cannabis, pharmaceutical or opioid companies. Please explain if your agency works in the alcohol sector. Please see **Attachment 19**, "Conflict of Interest Certification" for examples of what constitutes a conflict of interest and disclose any past work with these companies. Proposers may be subject to disqualification if CDPH SAPB determines there is a conflict of interest.
5. Proposers must certify they have read and are willing to comply with all proposed terms and conditions addressed in the RFP Section Q, "Contract Terms and Conditions," including the terms appearing in the referenced contract Exhibits which will be incorporated into the contract.
6. Proposers must achieve actual Disabled Veteran Business Enterprise (DVBE) participation, detailed requirements are outlined in **Attachment 14**, "Disabled Veteran Business Enterprise Declarations." This requirement applies if the total cost or price offered equals \$5,000 or more. **Participation must meet or exceed 3-percent of the total proposed cost.**

California Law requires Disabled Veteran Business Enterprise (DVBE) participation. CDPH policies require DVBE participation of 3-percent on all contracts exceeding \$5,000. All Proposers, including out-of-state firms must comply with California's DVBE participation requirements. Proposals without a minimum 3-percent participation from a DVBE Certified prime or subcontractor will be deemed non-responsive.

7. Corporations must certify they are in good standing and qualified to conduct business in California, **Attachment 16**, "Contractor Certification Clauses (CCC 04/2017)".
8. Nonprofit organizations must certify their eligibility to claim nonprofit status.
9. Proposers must have a past record of sound business integrity and a history of being responsive to past contractual obligations, **Attachment 26**, "**Agency Fact Sheet – Prime**" and **Attachment 27**, "**Bankruptcy Litigation Disclosure.**"
10. Proposers must certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State, **Attachment 25**, "Guaranty" and **Exhibit B**, "Budget Detail and Payment Provisions".
11. Proposers 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.; Stats. 2008, Ch 272, **Attachment 20**, "Darfur Contracting Act of 2008."
12. Proposers must certify their proposal response is not in violation of Public Contract Code (PCC) Section 10365.5 and, if applicable, must identify previous consultant services contracts that are related in any manner to the services, goods, or supplies being acquired in this solicitation. Detailed requirements are outlined in **Attachment 17**, "Follow-On Consultant Contract Disclosure."
13. The winning Proposer must supply, before contract execution, proof of liability insurance that meets the requirements of **Exhibit E**, "Additional Provisions." This can be found alongside this

solicitation within the file named "Sample Agreement and Exhibits" at <https://caleprocure.ca.gov/event/4265/24-10215>.

14. Proposers must agree to contain their indirect costs at a percentage rate not to exceed 20% of the total amount.
15. Proposers must certify and submit proof that no prohibited conflict of interest exists in **Attachment 19**, "Conflict of Interest Compliance Certification Form."

J. Proposal Format and Content Requirements

1. General instructions

- a. Each firm or individual may submit only one proposal.

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 proposal, CDPH will reject all proposals submitted by that firm or individual.

A firm or individual proposing to act as a prime contractor may be named as a subcontractor in another Proposer's proposal. Similarly, more than one proposer may use the same subcontractors and/or independent consultants.

- b. Develop proposals by following all RFP instructions and/or clarifications issued by CDPH in the form of question-and-answer notices, clarification notices, Administrative Bulletins or RFP addenda.
- c. Before submitting a proposal, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.
- d. In preparing a proposal response, all narrative portions should be straightforward, detailed and precise. CDPH will determine the responsiveness of a proposal by its quality, not its volume, packaging or colored displays.
- e. Arrange for the timely delivery of the proposal package(s) to the address specified in this RFP. Do not delay until shortly before the deadline to submit the proposal.

2. Format requirements

- a. Submit one (1) original proposal and two (2) copies or sets.
 - 1) Write "**Original**" on the original proposal set.
 - 2) Each proposal set must be complete with a copy of all required attachments and documentation.
- b. Format the narrative portion of the proposal as follows:
 - 1) Use one-inch margins at the top, bottom, and both sides.
 - 2) Use a font size of not less than 12 points.
 - 3) Print pages single-sided on white bond paper.
 - 4) Sequentially paginate the pages in each section. It is not necessary to paginate items in the Forms Section or Appendix Section.

- c. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
- d. All RFP attachments that require a signature must be signed in ink, preferably in blue ink, or via e-signature.
 - 1) Have a person who is authorized to bind the proposing firm sign each RFP attachment that requires a signature. Signature stamps are not acceptable.
 - 2) Place the originally signed attachments in the proposal set marked "Original".
 - 3) The RFP attachments and other documentation placed in the extra proposal sets may reflect photocopied signatures.
- e. Do not mark any portion of the proposal response, any RFP attachment, or other item of required documentation as "Confidential" or "Proprietary". CDPH will disregard any language purporting to render all or portions of a proposal confidential.

3. Content requirements

This section specifies the order and content of each proposal. will be Assemble the materials in each proposal set in the following order:

a. Proposal Cover Page

A person authorized to bind the Proposer must sign the Proposal Cover Page (**Attachment 2**). If the proposer is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the Proposal Cover Page.

b. Table of Contents

Properly identify each section and the contents therein. Paginate all items in each section with the exception of those items placed in the Forms Section and Appendix Section.

c. Executive Summary Section

This section must not exceed three (3) pages in length. Evaluators may not review or evaluate excess pages.

In preparing the Executive Summary, do not simply restate or paraphrase information in this RFP. Describe or demonstrate, in the Proposer's own words, the following information.

- 1) An understanding of CDPH's needs and the importance of this project.
- 2) The tangible results that are expected to be achieved.
- 3) A sincere commitment to perform the scope of work in an efficient and timely manner.
- 4) How this project will be effectively integrated into the proposing firm's current obligations and existing workload.
- 5) Why the proposing firm should be chosen to undertake this work at this time.

d. Agency Capability Section

This section must not exceed fifteen (15) pages in length, outside of the forms detailed in this section. Evaluators may not review or evaluate excess pages.

- 1) Include a brief history of the proposing firm, including **Attachment 26**, "Agency Fact Sheet":

- a) Date of establishment. If applicable, explain any changes in business history (i.e., name change, ownership, partnership arrangements, etc.) or organizational structure that will assist CDPH in determining the qualifications of the proposing firm.
 - b) A description of the proposing firm's goals that are relevant, closely related, or will complement this project.
- 2) Describe experience that qualifies the proposing firm to undertake this project. At a minimum, demonstrate the proposing firm possesses three consecutive years of experience of the types listed in this section. All experience must have occurred within the past five years. It is possible to attain the experience types listed below during the same time period. Proposers must have experience in:
- a) social cause marketing and/or public health advertising.
 - b) behavior-change marketing/advertising.
 - c) outreach to the campaign's priority audiences: youth ages 13 – 17, ages 18 – 20, and parents/guardians.
 - d) marketing/advertising to multi-lingual, multi-ethnic audiences
 - e) operating, full-service, advertising and/or public relations agency with minimum annual gross billings of \$10 million, which may include media placement billings for agency clients completed by an external media buying service.
- 3) Using **Attachment 3**, "Proposer Previous Experience Summary" found at <https://caleprocure.ca.gov/event/4265/24-10215>, describe the accounts or work projects begun and/or completed in the past three years by the proposed staff, that involved services similar in nature or closely related to the Scope of Work in this RFP. For each account or project listed, include the following information:
- a) Name of agency or firm for whom services were performed,
 - b) Duration or length of the project,
 - c) Total cost or value of the project,
 - d) Indicate if the account or project is "active/open" or "closed/settled,"
 - e) Describe briefly the type and nature of the services performed.
- 4) Briefly describe any experience that demonstrates the proposing firm's ability to establish and maintain effective working relationships with government entities.
- 5) Briefly describe experience in targeting similar youth and young adult audiences; highlight work developed to motivate behavior change – especially with a public health focus; challenges faced and how they were overcome; and describe campaign effectiveness in terms of behavior change and Key Performance Indicators.
- 6) Agencies should submit two narrative case studies of recent and relevant work, ideally of social cause/behavior change marketing, in digital format (i.e., USB flash drive) not to exceed 15 minutes in length, with a written version of the presentation for CDPH SAPB's reference. Please include multiple creative elements from each campaign to demonstrate the approach and include social and media components as well as earned and paid media efforts. Case studies may include TV, radio, print, outdoor, digital material as well as any viral, non-traditional, or social media elements. Please

include a succinct description or overview (e.g., objectives, strategy, consumer/creative insight, and results) for each ad or campaign and a notation of the timeframe in which the work ran. The succinct description must be included on both the digital format (i.e., USB flash drive) and in written format, not to exceed two pages in length for each campaign. Case studies must be from the proposed prime agency submitting the proposal.

- 7) Identify three client references for each agency proposed that the firms have serviced in the past five years that can confirm their satisfaction with the services and timely, effective deliverables. Use **Attachment 4**, "Client References."

e. Project Personnel Section

This section must not exceed five (5) pages in length, outside of the forms, documents, and resumes detailed in this section. Evaluators may not review or evaluate excess pages.

- 1) In this section, describe the proposed staffing plan using **Attachment 5**, "Project Personnel Summary." In the staffing plan, include at a minimum:
 - a) Position titles for all proposed employees (persons on the proposing firm's payroll).
 - b) Number of personnel in each position.
 - c) By position, indicate the full time equivalent (FTE) or percentage of staff time devoted to this project (e.g., full time = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25, projected number of hours, if hourly, etc.).
 - d) Monthly salary rate or wage range for each position title. It is the Proposer's responsibility to project annual merit increases and/or cost of living increases into each wage rate.

Note: Salary rates paid to contract staff should not normally exceed the rates paid to State personnel holding comparable classifications or performing duties with a comparable level of responsibility. CDPH reserves the right to require substantiation of any proposed cost of living percentage/rate increase that exceeds those anticipated to be granted to California state civil service employees during the resulting contract term. CDPH further reserves the right to negotiate a lower cost of living percentage increase/amount if CDPH determines the proposed cost of living percentage/rate increase is less than fully justified or is excessive.

- e) Identify by name and/or position title, each key staff person that will have primary responsibility for managing, directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants and who will maintain effective communications with CDPH (i.e., Project or Program Manager, Project or Program Director, Contract Manager, etc.).
 - i. Briefly, describe each person's expertise, capabilities, and credentials.
 - ii. Emphasize any relevant past experience in directing, overseeing, coordinating, or managing other government projects.
- f) Include a job description or duty statement for each position title or classification that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that will be assigned to the position and may include desired or required education and experience. **If extra space is needed,**

please place all job descriptions or duty statements at the end of the Project Personnel Section.

- 2) Include a no more than 2-page resume for each key staff person (professional, managerial or supervisory) from all proposed agencies that will exercise a major administrative, policy, or consulting role in carrying out the project work. **Place staff resumes in the Appendix Section.** Resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc. **Resumes are not counted towards that page total of this section.**
 - 3) Briefly, describe the administrative policies or procedures which will be used to ensure that the proposing firm will recruit and select well-qualified, competent, and experienced in-house staff, subcontractors and/or independent consultants.
 - a) If employee recruitment/selection policies or procedures are present in an operations manual, Proposers may cite excerpts from such manuals. Do not simply indicate that such policies exist and do not attach copies of any policies or manuals to the proposal. If deemed necessary, CDPH may request copies of the Proposer's existing manuals or policies.
 - 4) Briefly, describe the processes or procedures which will be used to ensure that vacancies are filled expeditiously and that services are continued despite the presence of vacancies.
 - 5) If subcontractors (including independent consultants) will be used to perform contract services, proposers must do the following at the time of proposal submission:
 - a) Indicate if the Proposer has pre-identified any firms/persons to perform the work or if the Proposer will recruit them later.
 - i. For each pre-identified subcontractor and independent consultant include:
 - A. Full legal name.
 - B. A job description or duty statement that outlines the duties and functional responsibilities that will be assigned to the subcontracted firm or independent consultant.
 - C. A brief explanation as to why the subcontracted firm or independent consultant was chosen. Stress things such as applicable skills, knowledge, capabilities, past experience or accomplishments, availability, reasonableness of rates, notoriety in a field or specialty, etc.
 - D. A one to two (1-2) page resume for each pre-identified subcontractor and independent consultant. **Place all subcontractor and/or consultant resumes in the Appendix Section.** To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc.
 - E. A letter of agreement, signed by an official representative of each subcontracted firm or independent consultant. **Place all subcontractor and/or consultant letters of agreement in the Appendix Section.**
- Specific subcontractor and/or independent consultant relationships proposed in response to this RFP (i.e., identification of pre-identified

subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect CDPH's right to approve personnel or staffing selections or changes made after the contract award.

- ii. For subcontractors and/or independent consultants that cannot be identified when the proposal is submitted to CDPH or are to be determined (TBD) after the contract is executed, include:
 - A. An identification of the functions, activities, and responsibilities that will be assigned to each subcontractor and/or independent consultant.
 - B. A description of the process that will be used to obtain CDPH approval of each subcontractor and/or independent consultant selection along with approval of their budgeted costs and assigned responsibilities.

f. Work Plan Section

This section must not exceed twenty (20) pages in length. Evaluators may not review or evaluate excess pages.

1) Overview

- a) CDPH is interested in proposals that provide well-organized, comprehensive, and technically sound business solutions. Vague explanations will undermine the proposing firm's credibility and will result in reduced proposal scores.
- b) The Work Plan must include an in-depth discussion and description of the methods, approaches, and step-by-step actions that will be carried out to fulfill all Scope of Work requirements.
- c) If the nature of a task or function hinders specific delineation of in-depth methods and procedures (e.g., a task is dependent upon a future action or multiple approaches may be used), explain the probable methods, approaches, or procedures that will be used to accomplish the task or function. Also, describe, in this instance, how the proposing firm will propose the ultimate strategies and detailed plans to CDPH for full consideration and approval before proceeding to carry out the project.

2) Rejection of tasks, activities or functions

- a) If full funding does not become available, is reduced, or CDPH determines that it does not need all of the services described in this RFP; CDPH reserves the right to offer an amended contract for reduced services.
- b) If the Work Plan contains proposed methods or approaches; functions, tasks, or activities known by CDPH to be ineffective or determined to be unacceptable, CDPH reserves the right to require the substitution of comparable items that can be performed at the same or similar cost.

3) Work Plan content

- a) Briefly, explain or describe the overall approach and/or methods that will be used to accomplish the scope of work.

- b) Explain why the particular approaches and methods that are proposed were chosen (e.g., proven success or past effectiveness, etc.).
- c) If any major complications or delays are envisioned at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if no major complications or delays are anticipated.
- d) If, for any reason, the Work Plan does not wholly address each Scope of Work (SOW) requirement, fully explain each omission. Likewise, indicate if the Work Plan contains no omissions.
- e) Indicate the assumptions made in developing the Work Plan in response to CDPH's Scope of Work. For each assumption listed, explain the reasoning or rationale that led to each assumption. Likewise, indicate if no assumptions were made.
- f) If applicable, identify any additional Contractor and/or State responsibilities that were included in the Work Plan that are believed to be necessary to ensure successful performance, but were omitted from CDPH's Scope of Work. Likewise, indicate if no additional Contractor and/or State responsibilities, outside of those identified in CDPH's SOW were included in the Work Plan.
- g) Identify the specific tasks/activities and functions that will be performed in the order they are likely to occur. Include the following in-depth information for each task/activity or function in the work plan:
 - i. Indicate who will have primary responsibility for performing each major task/activity or function. If known, identify the name and position title of all key personnel, subcontractors, and/or consultants that will perform the work.

If the responsible party is unknown or not yet identified, identify a staff position title or project name/title and indicate "TBD" which is the abbreviation for "to be determined."
 - ii. Acknowledging CDPH has its own internal review process that will impact all project timelines, include a performance timeline for each major task/activity or function without including CDPH's internal review timelines. Indicate the approximate beginning and ending month and year. If a task/activity or function will only occur in one fiscal period or year, indicate the beginning and ending month and year.

If desirable, in addition to start and end dates, proposers may use other terms such as start-up, on-going, continuous, take-over, turn-over, etc. to describe the performance timeline. In doing so, proposers must define the meaning of each unique term that is used.
 - iii. Include anticipated Key Performance Indicators (KPI) as related to the Scope of Work and explain how they will be measured to gauge media campaign success.
 - iv. Explain/describe how the proposer intends to measure or prove successful completion of each major task, function, or activity.

- v. If applicable, identify the key events or outcomes that will signify completion or identify tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions.

g. Management Plan Section

This section must not exceed five (5) pages in length, outside of the organizational chart detailed in this section. Evaluators may not review or evaluate excess pages.

- 1) Describe how the proposing firm will effectively coordinate, manage, and monitor the efforts of the assigned staff, including subcontractors and/or consultants, if any, to ensure that all tasks, activities, and functions are completed effectively and in a timely manner.
- 2) Describe the fiscal accounting processes and budgetary controls that will be employed to ensure the responsible use and management of contract funds and accurate invoicing. Include at a minimum, a brief description of all of the following:
 - a) How the costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to CDPH (e.g., use of unique account/project codes, etc.).
 - b) The proposing firm's fiscal reporting and monitoring capabilities (e.g., spread sheets, automated fiscal reports, quality controls, checks and balances, etc.) to ensure contract funds are managed responsibly.
 - c) Proposed billing or invoicing frequency (not more frequently than once per month). Electronic billing is not possible.
 - d) Identify the documentation that will be retained on file or submitted to CDPH upon request to prove, support, and/or substantiate the expenses that are invoiced to CDPH.
- 3) Include an organization chart. Instructions are explained in the Appendix Section. **Place the organization chart in the Appendix Section of the proposal.**

h. Facilities and Resources Section

This section must not exceed three (3) pages in length. Evaluators may not review or evaluate excess pages.

Describe the following as it relates to the Proposer's capacity to perform the scope of work:

- 1) Current California office facilities or remote work setup at the Proposer's disposal.
- 2) Identify any facilities, support services, or equipment that the Proposer must purchase, rent, or lease on a long or short-term basis to perform the services described in this RFP.

i. Cost Section

1) Basic content

The Cost Section will consist of the following documents:

- a) Cost Proposal form (**Attachment 6**).
- b) Budget Detail Work Sheet(s) (**Attachment 7**) for each budget period.
- c) Subcontractor Budget Detail Work Sheet(s) (**Attachment 8**) for any budget period.

d) Required cost justification and documentation described later in this section.

2) General instructions

- a) All cost forms (Cost Proposal form and Budget Detail Work Sheets/Subcontractor Budget Detail Work Sheets) must be typewritten or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typewritten adjacent to the error. The person who signs the Cost Proposal should initial all corrections preferably in blue ink.
- b) On the Cost Proposal Form, indicate the annual cost for each full or partial budget period and include a total cost.
- c) When completing the cost forms, include all estimated costs to perform the services for the entire term, including applicable annual rate adjustments attributable to merit increases, profit margins, and inflation or cost of living adjustments.

3) Cost Proposal Form

Proposers should assign rates with the Cost Proposal for **(Attachment 6)** that align with stated goals with the Scope of Work. All rates must be fully loaded, including but not limited to, operating expenses, labor, equipment costs, supplies, overhead, annual inflation costs/rate adjustments, profit margin, taxes, shipping, etc. The total amount for the Cost Proposal should match the total of both Budget Detail Work Sheets **(Attachment 7)**.

4) Required Budget Detail Work Sheets

- a) Include with the Cost Proposal form **(Attachment 6)**, a Budget Detail Work Sheet(s) **(Attachment 7)** and Subcontractor Budget Detail Work Sheet(s) **(Attachment 8)** for each state fiscal year or budget period.
- b) The total amount within the Cost Proposal form **(Attachment 6)** should match the total of all Budget Detail Work Sheets **(Attachment 7)**. The amounts for Subcontractor Budget Detail Work Sheets **(Attachment 8)** should become line items within the Budget Detail Work Sheets **(Attachment 7)**.
- c) On each Budget Detail Work Sheet, provide specific cost breakdowns for the budget line items identified in this section.
- d) All unit rates/costs, if any (i.e., square footage, salary rates/ranges, hourly rates, etc.), must be multiplied out and totaled for each budget period.
- e) When completing the Budget Detail Work Sheet(s) and Subcontractor Budget Detail Work Sheet(s) Proposers may create like images or computerized reproductions of the Budget Detail Work Sheets and Subcontractor Budget Detail Work Sheet(s) included in this RFP. Use as many pages as are necessary to display the detailed budgeted costs. The Budget Detail Work Sheet attachments included alongside this RFP (<https://caleprocure.ca.gov/event/4265/24-10215>) are not intended to dictate the specific costs that are to be reported but are intended to show the required format for reporting proposed budget detail.
- f) The total cost breakdown of the project, which should include:
 - Identification of position/classification titles funded.

- Salary rates or ranges.
- Percentage of time devoted to the work.
- Fringe benefits.
- Operating expenses.
- Travel and per diem expenses.
- Overhead or indirect costs.
- Subcontractors with the same type of cost details.
- Other costs.

5) Required cost justification/documentation

In the Cost Section of the proposal, include the following facts and information to explain the reasonableness and/or necessity of the proposed budgeted costs within the Budget Detail Worksheets (**Attachments 7 and 8**).

j. Appendix Section

Place the following documentation in the Appendix Section of the proposal in the order shown below.

1) **Proof of Corporate status**

If the Proposer is a Corporation, submit **either** a copy of the proposing firm's most current Certificate of Status issued by State of California, Office of the Secretary of State **or** submit a downloaded copy of the proposing firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Include an explanation if this documentation cannot be submitted. Unless otherwise specified, do not submit copies of the proposing firm's Bylaws or Articles of Incorporation.

2) **Proof of Nonprofit status**

Nonprofit organizations must prove they are legally eligible to claim "nonprofit" and/or tax-exempt status by submitting a copy of an IRS determination letter indicating nonprofit or 501 (3) (c) tax-exempt status. Submit an explanation if this documentation cannot be supplied.

3) **An organization chart**

4) **Staff resumes**

Resume specifications appear in the Project Personnel Section. To the extent possible, resumes should not exceed 1-2 pages in length per person and should not include personal information such as a social security number, home address, home telephone number, home email address, marital status, sex, birth date, age, etc.

5) **Subcontractor/Consultant resumes**

Submit a resume for each pre-identified subcontractor or independent consultant, if any, as discussed in the Project Personnel Section. To the extent possible, resumes should not exceed 1-2 pages in length per person and should not include personal information such as a social security number, home address, home telephone number, home email address, marital status, sex, birth date, age, etc.

6) **Subcontractor/Consultant letters of agreement**

For each pre-identified subcontractor and independent consultant that will be used to perform services under the resulting contract, submit a letter of agreement to work on this project.

A letter of agreement must be signed by an official representative of each subcontracted firm or independent consultant, indicating his or her acknowledgement of being named as a subcontractor or consultant, their availability to work on this project and acknowledgement that they have read or been made aware of the proposed contract terms, conditions and exhibits. Include an explanation if a letter of agreement cannot be obtained from each pre-identified subcontractor and consultant and indicate when a letter of agreement will be forthcoming.

7) **Conflict of Interest Compliance Certificate**

- a) Any firm that intends to submit a proposal is required to submit Attachment 16 certifying that the proposing firm understands that the conflict-of-interest requirements shall remain in effect for the entire term of the resulting agreement.
- b) If a conflict of interest is determined to exist that cannot be resolved to the satisfaction of CDPH, before the award of the contract, the conflict will be grounds for deeming a proposal nonresponsive.
- c) Proposers must assess their own situation according to the Conflict-of-Interest Compliance Certification information in **Attachment 16**. Complete, sign, and attach any required documentation according to the instructions on the attachment.
Place Attachment 16 and any accompanying documentation in the Appendix Section of the proposal.

k. Forms Section

Complete, sign, and include the forms/attachments listed below. When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. After completing and signing the applicable attachments, assemble them in the order shown below. Files can be found alongside this Solicitation at <https://caleprocure.ca.gov/event/4265/24-10215>:

Attach. #	Name, or Documentation	Instructions
9	Required Attachment / Certification Checklist	1) Check each item with "Yes" or "N/A", as applicable, and sign the form. If necessary, explain the choices. 2) If a vendor marks "Yes" or "N/A" and makes any notation on the checklist and/or 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 proposal to be deemed nonresponsive.

Attach. #	Name, or Documentation	Instructions
10	Business Information Sheet	Complete and sign this form.
11	Payee Data Record & Supplement (STD 204 & STD 205)	Complete and sign STD 204 and STD 205, if necessary.
12	Bidder Declaration (GSPD-05-106)	Complete and sign this form.
13	Commercially Useful Function (CUF) Certification	Complete and sign this form.
14	Disabled Veteran Business Enterprise Declarations	Complete and sign STD 204 and STD 205, if necessary.
15	Target Area Contract Preference Act (TACPA)	Complete and sign this form, if necessary.
16	Contractor Certification Clauses (CCC 04/2017)	Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses appearing in this Attachment. The attachment supplied in this bid represents only a portion of the contractor information in this document. Visit this web site to view the entire document: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language .
17	Follow-On Consultant Contract Disclosure	Complete and sign this form.
18	Contractor Confidentiality Statement	Complete and sign this form.
19	Conflict of Interest Compliance Certification Form	Complete and sign this form.

Attach. #	Name, or Documentation	Instructions
20	Darfur Contracting Act of 2008	Complete and sign this form.
21	Mandatory Generative Artificial Intelligence Disclosure (STD 1000)	Complete and sign this form.
22	California Civil Rights Laws Attachment	Complete and sign this form.
23	Iran Contracting Act Verification Form	Complete and sign this form.
24	Certification of California Office and Gross Billings	Complete and sign this form.
25	Guaranty	Complete and sign this form.
27	Bankruptcy and Litigation Disclosure	Complete and sign this form.

K. Proposal Submission

1. General Instructions

- a. Assemble an original and two (2) copies of the proposal together. Place the proposal set marked "Original" on top, followed by the two (2) extra copies.
- b. Place all proposal copies in a single envelope or package, if possible. Seal the envelope or package.

If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.
- c. Mail or arrange for hand delivery of the proposal to the California Department of Public Health's Centralized Contract Services Unit (CCSU). Proposals may not be transmitted electronically by fax or email.
- d. The Centralized Contract Services Unit must receive the proposal, regardless of postmark or method of delivery, by the date and time stated in the section entitled, "Time Schedule." Late proposals will not be reviewed or scored.

- e. Label and submit the proposal using one of the following methods.

Hand Delivery or Overnight Express:	U.S. Mail:
Proposal RFP 24-10215 California Department of Public Health Centralized Contract Services Unit Mail Station 1802 1616 Capitol Avenue Sacramento, CA 95814	Proposal RFP 24-10215 California Department of Public Health Centralized Contract Services Unit Mail Station 1802 P.O. Box 997377 Sacramento, CA 958997377

2. Proof of timely receipt

- a. CDPH staff will log and attach a date/time stamped slip or bid receipt to each proposal package/envelope received. If a proposal envelope or package is hand delivered, CDPH staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, CDPH's CCSU must receive each proposal at the stated delivery address **no later than 3 PM** on the proposal submission due date. Neither delivery to the department's mailroom, or to the CDPH program that issued this RFP, or a U.S. postmark will serve as proof of timely delivery.
- c. CDPH will deem late proposals nonresponsive.

3. Proposer costs

Proposers are responsible for all costs of developing and submitting a proposal. Such costs cannot be charged to CDPH or included in any cost element of a Proposer's price offering.

L. Evaluation and Selection

A multiple stage evaluation process will be used review and/or score technical proposals. CDPH will reject any proposal that is found to be nonresponsive at any stage of evaluation.

1. Stage 1 – Required Attachment / Certification Checklist review

- a. Shortly after the proposal submission deadline, CDPH staff will convene to review each proposal for timeliness, completeness, and initial responsiveness to the RFP requirements. This is a pass/fail evaluation.
- b. In this review stage, CDPH will compare the contents of each proposal to the claims made by the Proposer on the Required Attachment / Certification Checklist to determine if the Proposer's claims are accurate.
- c. If deemed necessary, CDPH may collect additional documentation (i.e., missing forms, missing data from RFP attachments, missing signatures, etc.) from a Proposer to confirm the claims made on the Required Attachment / Certification Checklist and to ensure that the proposal is initially responsive to the RFP requirements.
- d. If a Proposer's claims on the Required Attachment / Certification Checklist cannot be proven or substantiated, the proposal will be deemed nonresponsive and rejected from further consideration.

2. Stage 2 – Narrative proposal evaluation/scoring

- a. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to a rating committee.
- b. Raters will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.
- c. CDPH will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

Points (10)	Points (20)	Interpretation	General basis for point assignment
0	0	Non-Responsive	Proposal response (i.e., content and/or explanation offered) does not speak to the question.
2	4	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CDPH's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
4	8	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CDPH's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
6	12	Moderately Adequate	Proposal response (i.e., content and/or explanation offered) is moderately adequate or somewhat meets CDPH's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
8	16	Fully Adequate	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets CDPH's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
10	20	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is above average or exceeds CDPH's needs/requirements or expectations. Weaknesses are minimal and not material in nature. Proposer offers one or more enhancing feature, method or approach that will enable performance to exceed CDPH's basic expectations.

- d. In assigning points for individual rating factors, raters may consider issues including, but not limited to, the extent to which a proposal response:
- 1) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
 - 2) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
 - 3) Demonstrates that the Proposer understands CDPH's needs, the services sought, and/or the contractor's responsibilities, and/or
 - 4) Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
 - 5) If implemented, will contribute to the achievement of CDPH's goals and objectives, and/or
 - 6) Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).
- e. Below are the point values and weight values for each rating category that will be scored.
- 1) Proposals, excluding the Cost Section, will be scored on a scale of 0 to 600 points, as follows:

<u>Rating Category</u>	<u>Points</u>	<u>X</u>	<u>Weight</u>	<u>=</u>	<u>Total</u>	<u>Narr. %</u>
Executive Summary	50	X	0.5	=	25	4.2%
Agency Capability	130	X	1.5	=	195	32.5%
Project Personnel	70	X	2.0	=	140	23.3%
Work Plan	80	X	2.5	=	200	33.3%
Management Plan	30	X	1.0	=	30	5.0%
Facilities and Resources	10	X	1.0	=	10	1.7%
Narrative Grand Total					600	100.0%

- 2) CDPH will consider a proposal technically deficient and not responsible if the proposal earns a score that is less than **420** points. **Proposals that are deemed not responsible will not advance to Stage 3.**

3. Stage 3 –Scoring the Cost Section

- a. Proposers that earned a passing score in Stage 2 will have the Cost Section of their proposal scored and/or evaluated according to the process described herein.
- b. The proposal offering the lowest total cost earns **300** Cost points. The remaining proposals earn cost points through the cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

$$\frac{\text{Lowest Cost} \times 300}{\text{Possible cost points}} = \text{Cost score of the Other Proposal}$$

Another Cost

- c. **Example for illustration purposes:**

Lowest cost earns 300 points.

$\$23,000,000$ (lowest cost) \div $\$24,900,000$ (another proposal cost) = .9237

.9237 X 300 points = 277.11 (Cost Section Score of another proposer)

4. Stage 4 – Interview Stage

CDPH may choose to conduct oral interviews with all responsible Proposers that pass Stage 2 – Narrative proposal evaluation/scoring. CDPH may, at its discretion, choose not to conduct oral interviews, at which point only Stage 2, 3, and 5 will be scored. The purpose of the oral interview is to assess and/or confirm:

- a. Each Proposer's understanding of CDPH's needs and the overall importance of the project.
- b. The Proposer's commitment to provide quality services in a timely manner.
- c. The Proposer's willingness and ability to establish effective working relationships with State staff.
- d. The capabilities and strengths of the Proposer's management team.
- e. The soundness and strengths of the Proposer's approach to accomplish the objectives and manage the project to ensure successful completion of all Scope of Work requirements.

If oral interviews are held, CDPH will evaluate the results of each oral presentation on a competitive basis by comparing the oral presentation responses of one Proposer to those of another Proposer. Proposers may earn **100** points for the oral interview stage. The earned oral interview points will be added to the Technical Proposal Score in the final score calculation.

If CDPH chooses to conduct oral interviews, the length of each interview should not exceed 2 hour(s). CDPH anticipates that interviews will be held via Teams the week of April 21st, 2025. In addition to the Proposer's official authorized representative(s), CDPH may request the presence of primary and/or key project personnel to attend the interview. If applicable, CDPH will mail, email, or fax specific interview requirement information to each of the affected Proposers.

5. Stage 5 – Adjustments to Score Calculations for Bidding Preferences

- a. CDPH will determine which firms, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subcontractor preference)
- b. To confirm the identity of the highest scored responsive Proposer, CDPH will adjust the total score for applicable claimed preference(s) for those Proposers eligible for bidding preferences. CDPH will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in the RFP section entitled, "Preference Programs".
- c. Small Business Preference Scoring

Preference will be calculated as follows (as described in State Contracting Manual Volume 1, Section 8.21):

- i. Calculate the "earned" score for all bidders.
- ii. If the highest scored proposal is from a non-certified small business or microbusiness, then:

- a) Calculate 5% of the highest responsible bidder's total score.
- b) Add the amount calculated above to the score of each of the certified small business or microbusinesses. This new amount is the total score.
- c) Award of the contract must go to the bidder with the highest point count.
- d) An **example** of applying the small business preference to an RFP Secondary follows:

Bidders (*Indicates certified small business)	Max Points	A*	B
Stage 2 - Narrative Score	600	500	520
Stage 3 - Cost Score (cost points awarded are based on these bid amounts)	300	277.11 (\$24.9M)	277.11 (\$24.9M)
Stage 4 – Interview Score	100	80	90
Total "earned" points for each bidder	1000	857.11	887.11

Bidder B's was the highest scored proposal, a non-certified small business or microbusiness. Therefore points must be re-apportioned after application of the 5% calculation of B's point score. B's bid received 887.11 points. 5% of 887.11 is 44.36. All bids from certified small business or microbusinesses will receive 44.36 additional points. **All bids from eligible non-small businesses will receive 44.36 additional points (see subsections d and e below).**

Point awards prior to preference points	857.11	887.11
<i>Small Business Preference points*</i>	44.36	
New Total after SB/Non-SB/NVSA Preference	901.47*	887.11

d. Nonprofit Veteran Service Agency Certification Scoring

Scoring is same as the Small Business Preference disclosed in Section c above. (SCM V1 Section 8.20.G)

e. Non-Small Business Preference Scoring

Scoring is same as the Small Business Preference disclosed in Section c above. This preference is awarded to a non-small business bidder that commits to small business or microbusiness subcontractor participation of 25% of its bid price. Vendors committing this amount shall receive 5% of the highest responsive, responsible bidder's total score before award preferences. **A non-small business, which qualifies for this preference, may not take an award away from a certified small business.** The small business regulations are located at 2 CCR 1896. (SCM V1 Section 8.22)

f. Disabled Veteran Business Enterprise Scoring

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who exceed the DVBE program requirement. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 (**Attachment 12**) and confirmed by the State. The incentive points for awards based on high score awards are included in the sum of non-cost points and cannot be used to achieve any applicable minimum point requirements (SCM V1 Section 8.17).

Confirmed DVBE Participation of:	Calculation with Interview:	Calculation without Interview:
4.5% and over	5% x 700 = 35	5% x 600 = 30
4% up to 4.49%	4% x 700 = 28	4% x 600 = 24
3.5% up to 3.99%	2% x 700 = 14	2% x 600 = 12

g. Target Area Contract Preference Act (TACPA) Scoring

Preference will be calculated as follows (as described in State Contracting Manual Volume 1, Section 8.30):

- i. The TACPA preference will be scored through the following conditions:
 - a. 9% (combination of the 5% Worksite Preference with the maximum 4% Work Force Preference) up to \$50,000
 - b. Corresponding preference percentage of the price offered by the lowest responsible bid or the lowest responsible proposal.
 - c. The TACPA preference notice and request form STD 830 and the DGS/PD 526 must be included in all IFBs and RFPs when the estimated cost exceeds \$100,000, unless the worksite is specified in the contract. To receive the preference, the bidder must complete the forms and certify to perform the contract work as specified. This commitment must be enforced through conditions contained in the contract (GC § 4535).

6. Stage 6 – Final Score Calculation

CDPH will use the formula shown below to calculate final proposal scores and to determine the highest scored proposal.

	Narrative Proposal Score (Stage 2)	Max 600 Points
+	Cost Section Score (Stage 3)	Max 300 Points
+	Interview Score (Stage 4)	Max 100 Points
+	Bidding Preferences (Stage 5)	TBD
=	Total Score	Max 1000 Points

M. Narrative Proposal Rating Factors

Raters will use the following criteria to score the narrative portion of each proposal.

1. Executive Summary (25 Points after a Multiplier of 0.5)

- a. To what extent did the Proposer express, in its own words, its understanding of CDPH's needs and the importance of this project? (10 points)
- b. To what extent did the Proposer demonstrate the tangible results that it expects to achieve? (10 points)

- c. To what extent did the Proposer express a sincere commitment to perform this work in an efficient and timely manner? (10 points)
- d. To what extent did the Proposer demonstrate that it can effectively integrate this project into its current obligations and existing workload? (10 points)
- e. To what extent did the proposer adequately explain why it should be chosen to undertake this project at this time? (10 points)

2. Agency Capability (195 Points after a Multiplier of 1.5)

- a. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in managing formative research and concept testing from start to finish – including project scoping and planning, implementation, and report out of findings and recommendations? (10 points)
- b. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in social cause marketing/advertising experience? (10 points)
- c. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in behavior change marketing/advertising? (10 points)
- d. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in outreach to the campaign's priority audiences (youth ages 13 – 17, young adults ages 18 – 20, and parents/guardians? (10 points)
- e. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in marketing/advertising experience to multi-lingual, multi-ethnic audiences? (10 points)
- f. From the experience described in its proposal, to what extent does the Proposer possess sufficient experience in operating, full-service, advertising and/or public relations agency with minimum annual gross billings of \$10 million, which may include media placement billings for agency clients completed by an external media buying service? (10 points)
- g. Based on a review of the Proposer's information about its prior accounts or work projects in the past 5 years from the proposed project staff, to what extent did the Proposer demonstrate that it has expertly and effectively performed services that were similar in nature or closely related to the RFP Scope of Work? (10 points)
- h. To what extent did the Proposer demonstrate that it has had experience establishing and maintaining effective working relationships with government entities? (10 points)
- i. To what extent did the Proposer's past work demonstrate that it has experience creating messaging and statewide media campaigns that shift social norms, attitudes, perceptions, and/or knowledge? (20 points)
- j. To what extent did the Proposer's past work demonstrate it has experience with public health and/or behavior change messaging? (20 points)
- k. To what extent did the Proposer's prior clients, as a whole, confirm their satisfaction with the Proposer's past work? (10 points)

“On a scale of one (1) to ten (10), with one (1) being completely dissatisfied and ten (10) completely satisfied, how satisfied were you with [Name of Proposer] past work and services?”

All references will be emailed and given five (5) days to respond. References not received within that timeframe will be scored at a zero (0). This will be scored on a sliding scale.

3. Project Personnel (140 Points after a Multiplier of 2.0)

- a. Upon reviewing the Proposer's staffing plan, to what extent has the Proposer allocated a sufficient number of staff in the appropriate position levels or classifications to perform the full range of services? (10 points)
- b. Upon reviewing the proposed salary rates or ranges and proposed duties for the proposed personnel, to what extent are the salary rates or ranges appropriate in relation to the assigned duties and level of responsibility? (10 points)
- c. Upon reviewing the proposed job descriptions or duty statements for the proposed personnel, to what extent has the Proposer reasonably assigned the job responsibilities and tasks among the different personnel? (10 points)
- d. Upon reviewing the proposed job descriptions or duty statements for the proposed personnel (including subcontractors and independent consultants), to what extent has the Proposer reasonably divided the work between its in-house resources and proposed subcontractors (including independent consultants)? (10 points)

If no subcontracting or use of consultants is proposed, up to 10 points will be assigned based on the effectiveness of the Proposer's allocation of tasks to its in-house personnel.

- e. Upon reviewing the proposal narrative to what extent has the Proposer, or their suggested subcontractors, sufficiently demonstrated in-house capabilities to meet the needs of CDPH in outreaching to the State's diverse populations and have proven their experience in doing so? (10 points)
- f. Upon reviewing the job descriptions and resumes of the proposed staff [excluding the project director(s)/administrator(s) or project coordinator(s)], to what extent do the proposed personnel possess the qualifications and expertise needed to perform the assigned duties? (10 points)
- g. Upon reviewing the job descriptions and resumes of the proposed project director(s)/administrator(s) or project coordinator(s), to what extent do the proposed personnel possess the qualifications, past experience and expertise needed to carry out their assigned responsibilities? (10 points)

4. Work Plan (200 Points after a Multiplier of 2.5)

- a. To what extent are the Proposer's overall approaches and/or methods comprehensive and/or technically sound? (10 points)
- b. To what extent did the Proposer offer a rational basis for choosing its particular approaches and methods (i.e., proven success or past effectiveness)? (10 points)
- c. To what extent are the proposed procedures, methods and approaches appropriate and reasonable (i.e., if implemented are they likely to produce the desired results)? (10 points)
- d. To what extent does the Proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the Proposer will perform to fulfill all scope of work requirements? (20 points)

- e. To what extent does the Proposer describe in detail the specific actions (i.e., tasks/activities and functions) that the proposed subcontractors will perform to fulfill all scope of work requirements? (10 points)
- f. To what extent are the proposed performance timelines realistic and achievable? (10 points)
- g. To what extent did the Proposer adequately demonstrate how it will measure and/or prove the completion of major tasks, functions, or activities (i.e., identification of key events/outcomes or deliverables)? (10 points)

5. Management Plan (30 Points after a Multiplier of 1.0)

- a. To what extent has the Proposer demonstrated its capability to effectively coordinate, manage and monitor the efforts of assigned staff (including subcontractors and consultants) to ensure that work is effectively and accurately completed in a timely manner and at the level expected of CDPH? (10 points)
- b. Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent do the fiscal processes and controls appear adequate to ensure the responsible use and management of contract funds and accurate invoicing? (10 points)
- c. Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent can the Proposer properly account for state project costs to ensure that only appropriate costs are billed to CDPH? (10 points)

6. Facilities and Resources (10 Points after a Multiplier of 1.0)

- a. To what extent does the Proposer possess or have access to the following specific resources needed to ensure successful performance of services described in the Scope of Work and Work Plan? (10 points)

N. Bid Requirements and Information

1. Nonresponsive proposals

In addition to any condition previously indicated in this RFP, the following occurrences **may** cause CDPH to deem a proposal nonresponsive.

- a. Failure of a Proposer to:
 - 1) Meet DVBE participation goals of **3-percent of the total proposed amount.**

California Law requires Disabled Veteran Business Enterprise (DVBE) participation. CDPH policies require DVBE participation of 3-percent on all contracts exceeding \$5,000. All Proposers. Including out-of-state firms must comply with California's DVBE participation requirements. Proposals without a minimum 3-percent participation from a DVBE Certified prime or subcontractor will be deemed non-responsive.

- 2) Meet proposal format/content or submission requirements including, but not limited to, the sealing, labeling, packaging and/or timely and proper delivery of proposals.
 - 3) Pass the Required Attachment / Certification Checklist review (i.e., by not marking "Yes" to applicable items or by not appropriately justifying, to CDPH's satisfaction, all "N/A" designations).
 - 4) Submit a **mandatory** Letter of Intent in the manner required, if applicable.
 - 5) Submit a **mandatory** Conflict of Interest Compliance Certificate in the manner required, if applicable.
- b. If a Proposer submits a proposal that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
 - c. If a Proposer supplies false, inaccurate or misleading information or falsely certifies compliance on any RFP attachment.
 - d. If CDPH discovers, at any stage of the bid process or upon contract award, that the Proposer is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFP or the resulting contract.
 - e. If other irregularities occur in a proposal response that is not specifically addressed herein (i.e., the Proposer places any conditions on performance of the scope of work, submits a counter proposal, etc.).

2. Proposal modifications after submission

- a. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn, and the Proposer may resubmit a new proposal.
- b. To withdraw and/or resubmit a new proposal, follow the instructions appearing in the RFP section entitled, "Withdrawal and/or Resubmission of Proposals".

3. Proposal mistakes

If prior to contract award, award confirmation, or contract signing, a proposer discovers a mistake in their proposal and/or cost offering that renders the proposer unable or unwilling to perform all scope of work services as described in its proposal response for the price/costs offered, the proposer must immediately notify CDPH and submit a written request to withdraw its proposal following the procedures set forth in Section N, Paragraph 4b.

4. Withdrawal and/or Resubmission of Proposals

- a. Withdrawal deadlines
A proposer may withdraw a proposal at any time before the proposal submission deadline.
- b. Submitting a withdrawal request
 - 1) Submit a written withdrawal request, signed by an authorized representative of the Proposer.
 - 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Email:
Withdrawal RFP 24-10215 California Department of Public Health Centralized Contract Services Unit Mail Station 1802 1501 Capitol Avenue P.O. Box 997377 Sacramento, CA 958997377	Withdrawal RFP 24-10215 California Department of Public Health Centralized Contract Services Unit Email: greg.hester@cdph.ca.gov

An originally signed withdrawal request is generally required before CDPH will return a proposal to a Proposer. CDPH may grant an exception if the Proposer informs CDPH that a new or replacement proposal will immediately follow the withdrawal.

c. Resubmitting a proposal

After withdrawing a proposal, Proposers may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

5. Contract award and protests

a. Contract award

- 1) Award of the contract, if awarded, will be to the responsive and responsible Proposer, who earns the highest total score. The highest scored proposal will be determined after CDPH adjusts Proposer scores for applicable bidder preferences.
- 2) CDPH shall award the contract only after CDPH posts a Notice of Intent to Award for five (5) working days. CDPH expects to post the Notice of Intent to Award before the close of business on the date and time stated in the section entitled, "Time Schedule" in a Contract Award Notices Binder which will be available for viewing by the public during normal business hours, at the following location:

California Department of Public Health
Centralized Contract Services Unit
1616 Capitol Avenue, First Floor Guard Station
Sacramento, CA 95814
- 3) CDPH will mail, email, or fax a written notification and/or a copy of the Notice of Intent to Award to all firms that submitted a proposal.
- 4) CDPH will confirm the contract award to the winning Proposer after the protest deadline if no protests are filed or following the Department of General Service's resolution of all protests. CDPH staff may confirm an award verbally or in writing.

b. Settlement of ties

- 1) In the event of a precise total high score tie between a responsive proposal submitted by a certified small business or microbusiness and a responsive proposal submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the DVBE firm per Government Code Section 14838(f) et seq.
- 2) In the event of a precise total high score tie between a responsive proposal submitted by a firm that was granted non-small business subcontractor preference and a

responsive proposal submitted by a certified small business or microbusiness, the contract will be awarded to the certified small business or microbusiness.

- 3) In the event of a precise total high score between a responsive proposal submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and a responsive proposal submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the certified DVBE.
- 4) In the absence of a California law or regulation governing a specific tie, CDPH will settle all other precise total high score ties by making an award to the Proposer who earns the highest narrative or Technical Proposal score. If narrative or Technical Proposal scores are also tied, CDPH will settle the tie in a manner that 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 Proposers.

c. Protests

1) Who can protest

Any proposer who submits a proposal may file protest if the Proposer believes its proposal is responsive to all RFP requirements.

2) Grounds for protests

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. CDPH will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the Department of General Services (DGS).

3) Protest timelines

- a. If an eligible Proposer wishes to protest the intended contract award, the Proposer must file a "Notice of Intent to Protest" with both CDPH and the Department of General Services within five working days after CDPH posts the Notice of Intent to Award. The Notice of Intent to Protest may be quite brief. Any Notice of Intent to Protest filed more than five working days after CDPH posts the Notice of Intent to Award shall be untimely.
- b. Within five calendar days after filing a "Notice of Intent to Protest", the protestant must file with both CDPH and the Department of General Services a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes CDPH has improperly applied in awarding the contract.

4) Submitting a protest

Protests must be filed with both the Department of General Services and the California Department of Public Health. Proposers may hand deliver, mail or fax a protest.

Label, address, and submit the initial protest notice and detailed protest statement using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Protest to CDPH RFP 24-10215 California Department of Public Health Centralized Contract Services Unit Mail Station 1802 P.O. Box 997377 1616 Capitol Avenue Sacramento, CA 95899-7377	Protest to CDPH RFP 24-10215 California Department of Public Health Centralized Contract Services Unit Fax: (916) 650-0110
Protest to CDPH RFP 24-10215 Dept. of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 P.O. Box 989052 West Sacramento, CA 95798-9052	Protest to CDPH RFP 24-10215 Dept. of General Services Office of Legal Services Fax: (916) 376-5088

For faxed protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within one (1) calendar week of submitting the faxed protest.

Call the telephone numbers below to confirm receipt of a fax transmission:

Department of General Services (916) 376-5080

California Department of Public Health (916) 650-0100

6. Disposition of proposals

- a. All materials submitted in response to this RFP will become the property of the California Department of Public Health and, as such, are subject to the Public Records Act (Government Code Section 7920.000, et seq.). CDPH will disregard any language purporting to render all or portions of any proposal confidential.
- b. Upon posting of a Notice of Intent to Award, all documents submitted in response to this RFP and all documents used in the selection process (e.g., review checklists, scoring sheets, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 7920.000 et seq.) and subject to review by the public. However, proposal contents, proposer correspondence, selection working papers, or any other medium shall be held in the strictest confidence until the Notice of Intent to award is posted.
- c. CDPH may return a proposal to a Proposer at their request and expense after CDPH concludes the bid process.

By submitting a proposal, Proposers agree to authorize CDPH to:

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

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

7. CDPH Rights

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

a. RFP corrections

- 1) CDPH reserves the right to do any of the following up to the proposal submission deadline:
 - a) Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
 - b) Issue clarification notices, addenda, alternate RFP instructions, forms, etc.
 - c) Waive any RFP requirement or instruction for all proposers if CDPH determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
 - d) Allow Proposers to submit questions about any RFP change, correction or addenda. If CDPH allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by CDPH to remedy an RFP error or defect that is not detected in a timely manner, CDPH may also issue correction notices or waive any unnecessary, erroneous, or unreasonable RFP requirement or instruction after the proposal submission deadline.
- 3) To reduce State costs of mailing procurement corrections to persons and entities that do not intend to bid, CDPH will mail, email, or fax written clarification notices and/or RFP addenda only to those persons and entities that submit a timely mandatory Letter of Intent.

If CDPH decides, just before or on the proposal due date, to extend the submission deadline, CDPH may choose to notify persons or entities who submitted a timely mandatory Letter of Intent of the extension by fax, email, or by telephone. CDPH will follow-up any verbal notice in writing by fax, email, or by mail.

b. Collecting information from Proposers

- 1) If deemed necessary, CDPH may request a Proposer to submit additional documentation before or during the proposal review and evaluation process. CDPH will advise the Proposers orally, by fax, email, or in writing of the documentation that is required and the timeline 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 proposal nonresponsive.
- 2) CDPH, at its sole discretion, reserves the right to collect, by mail, email, fax or other method; the following omitted documentation and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted RFP attachment/form.

- c) Information/material needed to clarify or confirm certifications or claims made by a Proposer.
 - d) Information/material or form needed to correct or remedy an immaterial defect in a proposal.
- 3) The collection of proposer documentation may cause CDPH to extend the date for posting the Notice of Intent to Award. If CDPH changes the posting date, CDPH will advise the Proposers, orally, via email, or in writing, of the alternate posting date.
- c. Immaterial proposal defects
- 1) CDPH may waive any immaterial defect in any proposal and allow the Proposer 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 proposal shall in no way modify this RFP or excuse a Proposer from full compliance with all bid requirements.
- d. Correction of clerical or mathematical errors
- 1) CDPH reserves the right, at its sole discretion, to overlook, correct or require a Proposer to remedy any obvious clerical or mathematical errors occurring in the narrative portion of a proposal, on a Cost Proposal form or on a Budget Detail Work Sheet.
 - 2) If the correction of an error results in an increase or decrease in the total price, CDPH shall give the Proposer the option to accept the corrected price or withdraw their proposal.
 - 3) Proposers may be required to initial corrections to costs and dollar figures on the Cost Proposal form or a Budget Detail Work Sheet if the correction results in an alteration of the annual costs or total cost 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. Contract award or RFP cancellation
- The issuance of this RFP does not constitute a commitment by CDPH to award a contract. CDPH reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of CDPH to do so.
- g. Contract amendments after award
- As provided in the Public Contract Code governing contracts awarded by competitive bid, the CDPH reserves the right to amend the contract after CDPH makes a contract award.
- h. Proposed use of subcontractors and/or independent consultants

Specific subcontract relationships proposed in response to this RFP (i.e., identification of pre-identified subcontractors and independent consultants) shall not be changed during the procurement process or prior to contract execution. The pre-identification of a subcontractor or independent consultant does not affect CDPH's right to approve personnel or staffing selections or changes made after the contract award.

i. Staffing changes after contract award

CDPH reserves the right to approve or disapprove changes in key personnel that occur after CDPH awards the contract.

O. Bidding Certification Clauses

1. Certificate of Independent Price Determination

a. The prospective proposer certifies that:

- 1) The prices in this bid or proposal have been arrived at independently without any consultation, communication or agreement with any other proposer or competitor for the purpose of restricting competition relating to:
 - a) The prices or costs offered,
 - b) The intention to submit a bid or proposal,
 - c) The methods or factors used to calculate the costs or prices offered.
- 2) The prices in this bid or proposal have not been and will not be knowingly disclosed by the proposer, directly or indirectly, to any other proposer or competitor before the bid/cost proposal opening date or date of contract award posting, unless otherwise required by law.
- 3) No attempt has been made or will be made by the proposer to induce any other firm or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

b. Each signature appearing on the documents contained in this bid package/proposal is considered to be a certification by the signatory that the signatory:

Is the person in the Proposer's organization that is either responsible for determining the prices offered in this bid or proposal and/or is designated to complete the bid or proposal forms on behalf of the bidding firm, and the signatory has not participated and will not participate in any action contrary to all subsections of paragraph a.

P. Preference Programs

To confirm the identity of the highest scored responsive Proposer, CDPH will adjust the total point score for applicable claimed preference(s). Bidding preferences shall not be applied to proposals that fail to pass the Checklist Review or fail to earn a minimum passing score during the narrative proposal scoring process. CDPH will apply preference adjustments to eligible Proposers according to State regulations following on-line or personal verification of eligibility with the appropriate office of the California Department of General Services.

1. Small Business / Microbusiness Preference

- a. A responsive California small business or microbusiness proposer claiming preference and verified as a certified small business or microbusiness in a relevant business category or type will be granted a preference of five percent (5%) of the total point score earned by the responsive/responsible proposer with highest combined score, if the highest scored proposal is submitted by a non-small business. Non-small business means a responsive/responsible proposer that is not certified by the California Department of General Services as a California small business or microbusiness in a relevant business category or type. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in provision 3 of this section (Preference Programs).
- b. To be certified as a California small business or microbusiness and eligible for a bidding preference the business concern must meet the State's eligibility requirements and must have submitted an application for small business status no later than 5:00 p.m. on the proposal submission deadline.
- c. Firms desiring small business or microbusiness certification must obtain the appropriate Small Business Certification Application (STD 812 or other form) from the appropriate office of the California Department of General Services, fully complete the application, and submit it to the California Department of General Services as instructed in the application. Prospective proposing firms desiring small business certification assistance, may contact the California Department of General Services by the following means:
 - 1) Internet address: caleprocure.ca.gov or
 - 2) Fax: (916) 375-4950, or
 - 3) Email: osdchelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference

- a. Non-small business means a responsive/responsible proposer that is not certified by the California Department of General Services as a small business or microbusiness.
- b. If the responsive proposer earning the highest total score is not a certified small business/microbusiness, a bid preference up to five percent (5%) is available to a responsive non-small business proposer committing twenty-five percent (25%) small business subcontractor use of one or more small businesses. When applicable, the preference points will be calculated pursuant to the regulations in Title 2, California Code of Regulations (CCR) § 1896.8 and will be added to total score of an eligible non-small business. This preference is authorized pursuant to Title 2, CCR § 1896.2 et seq., and Government Code § 14835 et seq.
- c. If a proposer claims the non-small business subcontractor preference, the proposal response must identify each proposed small business subcontractor that will be used, the participation percentage and dollar amount committed to each identified small business subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor use must equal no less than twenty-five percent (25%) of the total cost offered.
- d. To be granted preference, each proposed small business subcontractor must possess an active small business certification issued by the California Department of General Services,

must perform a “commercially useful function” under the contract and the basic functions to be performed must be identified at the time of proposal submission.

- e. Complete the “Bidder Declaration GSPD-05-106” (**Attachment 12**) to request the non-small business subcontractor preference.
- f. Refer to the RFP section entitled, “Settlement of ties” to learn how tied scores will be resolved.

3. DVBE Bid Incentive

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who meet or exceed the DVBE program requirement. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the “Bidder Declaration GSPD-05-106” (**Attachment 12**) and confirmed by the State. The incentive points for awards based on high score awards are included in the sum of non-cost points and cannot be used to achieve any applicable minimum point requirements.

Confirmed DVBE Participation of:	Calculation with Interview:	Calculation without Interview:
4.5% and over	5% x 700 = 35	5% x 600 = 30
4% up to 4.49%	4% x 700 = 28	4% x 600 = 24
3.5% up to 3.99%	2% x 700 = 14	2% x 600 = 12

4. Nonprofit Veteran Service Agency (NVSA) Small Business Preference

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the proposal submission due date will be granted a preference up to five percent (5%) of the highest score, if the highest scored responsive proposal is submitted by a proposer not certified as a small business/microbusiness. The “service” category is the business type that will most likely apply to this procurement.
- b. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request small business preference at the time of proposal submission, and
 - 2) Become certified as a small business by the appropriate office of DGS prior to the proposal submission due date.
- c. Refer to the RFP section entitled, “Settlement of ties” to learn how tied proposals will be resolved.

5. Target Area Contract Preference Act and Enterprise Zone Act

- a. Government Code (GC) Section 4530 (TACPA) provide that California based companies shall be granted a 5% preference whenever a state agency prepares a solicitation for **services** in excess of \$100,000. The preference(s) shall apply if the worksite is not fixed by the government agency and the proposer can demonstrate and certify, under the penalty

of perjury, that at least 90% of the total labor hours required to perform the services shall be performed at an identified worksite located in a distressed area (TACPA). TACPA preferences will only be applied if this procurement results in more than one responsive proposal receiving a passing narrative proposal score.

- b. Additional work force preferences ranging from 1% to 4% can be earned by eligible proposers that agree to hire 5% to 20% of persons with a high risk of unemployment or those living in a targeted employment area or that are enterprise zone eligible to perform a specified percentage of the contract work.
- c. The granting of TACPA preference cannot displace an award to a certified small business.
- d. Proposers seeking TACPA preference must submit a completed STD 830 - Target Area Contract Preference Act Preference Request, Bidders Summary (DGS-PD-526), and Manufacturers Summary (DGS-PD-525) (**Attachment 15**) with their proposal. The applicable preference request form must include the following:
 - 1) All appropriate certifications. (TACPA). The proposing firm's name and the name of all suppliers and subcontractors that will work with the proposer to fulfill the terms of the contract along with the addresses of each of the worksite(s) and estimated labor hours. (TACPA)
 - 2) County census tract number and block group number. (TACPA)
 - 3) Proposer's original signature. (TACPA)
 - 4) A checkbox marked to identify the additional 1% to 4% preference sought for hiring persons with a high risk of unemployment. (TACPA)
- e. TACPA preference cannot be granted if:
 - 1) The lowest proposed cost does not equal or exceed \$100,000 for the entire term, **or**
 - 2) The work site or any part thereof is fixed or preset by the State, **or**
 - 3) The services involve construction or a public works project **or**
- f. A proposer who has claimed a TACPA preference and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided the preference was granted in obtaining the contract. Firms receiving preference must:
 - 1) Report their labor hours to the State, and
 - 2) Reference the state contract on which the award is based for the specific reporting requirements.
- g. Proposers wishing to learn more about TACPA requirements, designated work site(s) or in California should contact the appropriate office of the California Department of General Services at tacpa@dgs.ca.gov. DGS will attempt to determine TACPA eligibility within 5 working days.

6. Combined Preferences

The maximum preference or score addition that any proposer may be granted for preference, non-small business subcontractor preference, DVBE Incentive, TACPA preference, preference combined is 15% of the bid amount or \$100,000, whichever is less.

Any firm that claims and is granted non-small business subcontractor preference, DVBE Incentive, TACPA preference cannot displace an award to a certified small business or microbusiness.

Q. Contract Terms and Conditions

The winning Proposer must enter a written contract that may contain portions of the Proposer's proposal (i.e., Budget Detail Work Sheets, Work Plan), Scope of Work, standard contract provisions, the contract form, and the exhibits found alongside this solicitation within the file named "Sample Agreement and Exhibits" at <https://caleprocure.ca.gov/event/4265/24-10215>. 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 Proposer's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFP may cause CDPH to deem a Proposer 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 agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between CDPH and the winning Proposer. Other terms and conditions, not specified in the exhibits identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, CDPH will not accept alterations to the General Terms and Conditions (GTC), CDPH's Special Terms and Conditions, the Scope of Work, other exhibit terms/conditions, or alternate language that is proposed or submitted by a prospective contractor. CDPH may consider a proposal containing such provisions "a counter proposal" and CDPH may reject such a proposal as nonresponsive.

1. Sample Contract Forms/Exhibits

Exhibit Label	Exhibit Name
Exhibit A1	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B1	Cost Proposal
Exhibit C View on-line.	General Terms and Conditions (GTC 4/2017). View or download at this Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
Exhibit D	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit F	Information Privacy and Security Requirements
Exhibit G	Resumes
Exhibit H	Contractor's Release

2. Resolution of language conflicts (RFP vs. final agreement)

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

EXHIBIT A-1 – STANDARD AGREEMENT (STD 213)

SCO ID: 24-10215			
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES			
STANDARD AGREEMENT STD 213 (Rev. 04/2020)		AGREEMENT NUMBER 4265 2410215	PURCHASING AUTHORITY NUMBER (If Applicable)
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
CONTRACTING AGENCY NAME California Department of Public Health			
CONTRACTOR NAME To Be Determined			
2. The term of this Agreement is:			
START DATE XX/XX/XXXX, or upon final DGS Approval, whichever is later			
THROUGH END DATE XX/XX/XXXX			
3. The maximum amount of this Agreement is: To Be Determined			
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.			
	Exhibits	Title	Pages
	Exhibit A	Scope of Work	12
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit B-1	Cost Proposal	1
+	Exhibit C *	General Terms and Conditions	---
-			
+	Exhibit D	Special Terms and Conditions	11
-			
+	Exhibit E	Additional Provisions	10
-			
+	Exhibit F	Information Privacy and Security Requirements	15
-			
+	Exhibit G	Resumes	TBD
-			
+	Exhibit H	Contractor's Release	1
-			
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources</i>			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.			
CONTRACTOR			
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) To Be Determined			
CONTRACTOR BUSINESS ADDRESS		CITY	STATE ZIP
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
Page 1 of 2			

EXHIBIT A – Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) Substance and Addiction Prevention Branch (SAPB) (CDPH SAPB) the services for advertising, public relations, and account management.

Contractor will conduct a statewide public awareness media campaign in support of efforts to educate and reduce the impacts caused by youth cannabis use.

2. Service Location

The services shall be performed at the Contractor's place of business and/or facilities available to Contractor to perform various services including, but not limited to, conferences, focus group research, production of advertising, and public relations activities.

3. Service Hours

The services shall be provided during normal State business hours, Monday - Friday, 8:00 A.M. – 5:00 P.M. Pacific Time (PT), excluding State Holidays. Certain services may be conducted outside of normal business days and hours as needed and as approved by CDPH SAPB.

4. Project Representatives

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

California Department of Public Health [Enter Name of CDPH Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: xxxxxxxx@cdph.ca.gov	[Enter Contractor Name] [Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: xxxxxxxx@xxxxxxx
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B. Direct all inquiries to:

California Department of Public Health Section or Unit Name Attention: [Enter name, if applicable] Mail Station Code XXXX Street address, room/suite number P.O. Box Number e.g., 997413 City, CA, Zip Code e.g., 95899-7413 Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: xxxxxxxx@cdph.ca.gov	[Enter Contractor Name] Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: xxxxxxxx@xxxxxxx
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address Contractor: Attention "Cashier" : [Enter name, if applicable] Address City, Zip Phone Fax Email
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D. 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 Agreement; however, if the remittance address has changed, the Contractor will be required to submit a completed STD 204 Payee Data Record form and, if necessary, STD 205 Payee Data Supplement, which must match the invoice address in order to avoid payment delays.

5. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDPH to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and

recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

6. Services to be Performed

A. Objective 1 - Strategic Planning

1) Overall

Provide a total market media strategy plan and project management across the campaign and subcontractors aimed at educating California youth on the issue of cannabis.

2) Strategy Development

- a) Conceptualize, develop, implement, monitor, and evaluate a strategic, integrated statewide media campaign. The campaign should include population-based strategies and customized efforts to reach the priority audiences.
- b) Educate and influence social norms, behaviors, knowledge, and attitudes for the following priority audiences:
 - i. Youth, ages 13 – 17
 - ii. Youth, ages 18 – 20
 - iii. Parents and guardians
- c) Prepare and submit plans including detailed deliverables, a timeline, and budget.
- d) Develop and execute a plan for incorporating existing advertising, public relations, and other campaign assets that align and can be supported by current CDPH SAPB substantiation into California's ongoing/forthcoming Youth Cannabis Education and Prevention Media Campaign. Also identify existing assets from other local, state, or national and international campaigns for possible inclusion. Placement of existing assets should occur as soon as possible following contract execution and should occur concurrent to the development of new assets.

B. Objective 2 - Formative Research

1) Campaign Assessment Research

Review local, state, national and international youth and parent/guardian media campaigns and assets. Provide CDPH SAPB with a Campaign Assessment Report and presentation that identifies relevant local, state, and national and international cannabis campaigns. The report should include high-level analyses of priority audiences, strategic approaches, messaging strategies, and key takeaways.

2) Research Plan

- a) Develop a Formative Research plan including research design, data collection methods, sampling plan, recruitment strategy, data analysis plan, and reporting plan. Obtain Institutional Review Board (IRB) approval, as appropriate.
- b) Conduct formative research (e.g., focus groups, in-depth interviews, online polls) on social norms, behaviors, knowledge, attitudes, and message testing among priority audiences for informing campaign strategy, concept development and key messaging. Maintain a tracking sheet that will identify the type of stipend, value, transfer date, and recipient.
- c) Formative research should be geographically and demographically (e.g., age group, race/ethnicity) diverse, conducted in English, Spanish and other languages as determined by CDPH SAPB. Adjustments must be made to accommodate potential public health guidelines (e.g., COVID-19 safety measures).
- d) Prior to conducting formative research, submit all materials (e.g., moderator's guides, screening survey, consent, and assent forms) in advance to CDPH SAPB for approval and direction.
- e) Develop a Formative Research report and presentation of findings from formative research to inform strategic direction, creative concept development and considerations, and key messaging for the priority audiences.

C. Objective 3 - Media Creative and Placement

1) Creative Concept Development

- a) Develop creative briefs, including creative challenges, insights, deliverables, and success metrics, for each priority audience or campaign as appropriate.

- b) Develop age appropriate, scientifically accurate key messages and creative concepts for digital, out-of-home, print, social, audio, and video for priority audiences as determined by CDPH SAPB.
- c) Provide in-language communication assets and/or manage a team of subcontractors, as needed, which have extensive knowledge of the diverse California media market, and the ability to manage strategic advertising development, testing, production, and placement of in-language, culturally competent assets, including translation services in Spanish and/or additional languages, as identified by CDPH SAPB. Develop a briefing presentation for CDPH leadership review with proposed scripts, illustrations, storyboards, animatics, and potential campaign icons to be tested.

2) Creative Concept Testing

- a) Develop and present a Creative Concept Testing plan including research design, data collection methods, sampling plan, recruitment strategy, data analysis plan, and reporting plan.
- b) Conduct creative concept testing through focus groups and other data collection activities as appropriate (e.g., in-depth interviews and/or surveys) to obtain audience feedback on creative briefs (scripts, illustrations, storyboards, animatics, icons). Maintain a tracking sheet that will identify the type of stipend, value, transfer date, and recipient.
- c) Prior to conducting creative concept testing, submit all materials (e.g., moderator's guides, screening survey, consent, and assent forms, scripts and/or story boards/animatics) in advance to CDPH SAPB for approval and direction.
- d) Develop and provide to CDPH SAPB a Creative Concept Testing report and presentation that presents the findings from all creative concept testing activities. The report should include the strengths and weaknesses of the specific concepts tested with each priority audience, suggested modifications based on learnings, and recommendations for final creative messaging assets including branding, icons, and central messaging.

3) Media Plan and Buy

- a) Apply a multi-platform, integrated media strategy of paid advertising that is cost efficient, maximizes outreach to target markets, and is responsive to changes in

the media marketplace and consumer behavior. Work with CDPH SAPB to ensure synergy with public relations and community engagement.

- b) Work with CDPH SAPB to develop an effective paid, earned and organic social media presence that complements and augments other media activities.
- c) Incorporate new media platforms arising from the emergence of new, culturally appropriate, and wide-spread social networking technology.
- d) Develop strategies, provide market research, and make recommendations for media placement, media buy, and message timing. The campaign should include population-based strategies and customized efforts to reach the priority audiences.
- e) Deliver timely and impactful messaging using specified media (i.e., television, digital, radio, print, out-of-home, social and influencers).
- f) Implement media buys that utilize maximum negotiating methods to leverage deep discounts, bonus weight, media partnerships, and/or other added-value opportunities, which must be at 20% or more of annual media buy.
- g) Be agile and able to change media strategies, key messaging, and priority audience based on consumer research, public health recommendations, and/or scientific advancements.

4) Campaign Production

- a) Secure the most cost-effective licensing buyouts and talent agreements.
- b) Creative production should emphasize no or minimal live action production shoots using the least amount of principal talent.
- c) Obtain legal review and network clearance of ads prior to production.
- d) Provide graphic design, copywriting, editing, and related services needed for campaign assets. Content shall be designed to optimize the user's experience across media platforms.
- e) Provide social media content creation, curation, and expertise to optimize the user's experience across relevant social media platforms.

- f) Provide translation and adaptation services and coordination to reach the predetermined in-language target audiences.
- g) Deliver masters of all produced advertising in requested formats (e.g., native files) to CDPH SAPB, for the purpose of archiving and other legal uses.
- h) All copyrights, in all media content, in perpetuity, remain the property of CDPH. All materials, websites, social media, etc. developed by the contractor for CDPH will remain the property of CDPH upon conclusion of the contract.

5) Campaign Webpages and Materials

- a) Upon review and CDPH SAPB approval, develop and maintain the campaign landing pages that are strategically designed to further engage the user to provide a comprehensive and cohesive educational experience of the cannabis issue.
- b) Provide Search Engine Optimization/Search Engine Marketing (SEO/SEM) expertise for website and campaign landing pages, including branding and campaign implementation.
- c) Provide real-time website and campaign landing page analytics and reports.
- d) Create content and graphics to support the maintenance of campaign webpages on a regular and ongoing basis.
- e) Ensure that all website materials and social content meet the American with Disabilities Act (ADA) standards.
- f) Provide culturally appropriate translation and adaptation services in Spanish and other languages identified by CDPH SAPB and Contractor as relevant. The Contractor must provide in-language communication assets.

6) Public Relations

- a) Develop and execute a culturally competent, strategic-minded, multilingual public relations strategic plan to engage the priority audiences and diverse communities, handle timely and strategic communications, and deploy rapid response messages. Ongoing public relations activities should support and amplify the campaign.

- b) Provide an integrated public relations plan for any campaigns with new media components, interactive digital content, and/or for campaigns needing media relations, crisis communications, and in-language, cross-cultural outreach.
- c) Develop and implement a plan to ensure that public relations content is consistent with and complementary to the CDPH SAPB youth cannabis advertising campaign.
- d) In coordination with CDPH Office of Communications, conduct proactive pitching to target media outlets as it relates to campaign launches and trending/breaking news.
- e) Create a full array of public relations materials necessary for the campaign, including web content, media outreach, spokesperson training and pitch angles, community outreach, news releases, contributed and earned media materials, campaign talking points, key messages, minute-by-minute, Questions & Answers, etc.
- f) Provide media training as needed, to campaign spokespersons and CDPH SAPB staff.
- g) Coordinate public relations activities and messaging with programmatic objectives, strategies and national and state data and/or news.
- h) Produce crisis management and rapid response strategies, including monitoring, reporting, and suggesting key messages in preparation of breaking news, social media posts, or new research/data.
- i) Support ad hoc public relations activities as requested by CDPH SAPB.

7) Community Engagement

- a) Develop and execute a community engagement strategic plan, including preparing culturally competent and multilingual materials.
- b) Alongside CDPH SAPB, host informational webinars and/or provide technical assistance to local partners (e.g., local health departments, local health jurisdictions, school-based health centers, community-based organizations, etc.).

- c) Create taggable, customizable versions of ads (print, digital, social, and/or out-of-home content) for use by local youth cannabis education and prevention partners.
- d) Create and share public relations materials to support local youth cannabis education and prevention partners.

D. Objective 4 - Media Evaluation

1) Campaign Monitoring and Evaluation

- a) Develop a project management and monitoring plan for keeping CDPH SAPB appraised of all advertising and public relations activities, current personnel and subcontractors, and an evaluation of the effectiveness and cost efficiency of these activities. Project management activities from the Contractor and subcontractors shall include the following, at a minimum with additional reporting required at the discretion of CDPH SAPB during peak activity periods:
 - i. Implement project management systems or platforms to track all advertising and public relations contract activities.
 - ii. A list of open work orders, projects and timelines, including but not limited to, planning; research; creative development and production; substantiation, pre- and post-testing of ads; usage fees, advertising traffic and placement; and technical assistance.
 - iii. Status of progress and accomplishments for each work order and project.
 - iv. Description of steps remaining for completion of each work order and project, and the date each step will be completed.
 - v. The names of primary and alternate Contractor, subcontractor, and CDPH SAPB employees assigned to coordinate and implement the work order or project.
 - vi. Conduct regular status and insight meetings regarding advertising and public relations campaign activities. Any subcontractors providing ethnic-targeted, or other specialized advertising or public relations, shall participate directly in calls.

- vii. Develop and implement a plan to ensure that advertising and public relations content is consistent with and complementary to each other, and CDPH-funded local program activities.
 - viii. Provide an integrated public relations plan for any campaigns with new media components, interactive digital content, and/or for campaigns needing media relations, crisis communications, and cross-cultural outreach, at the discretion of the Project Representative.
- b) Report on the campaign's implementation and outcomes, including media monitoring and optimization, summarized quarterly media buy reports and post-analysis, and a summary evaluation of the effectiveness of media placement.
- c) Detailed reports of media placement to be provided quarterly in a spreadsheet, upon request, that shall provide detailed information on actualized media.
- i. Total impressions delivered, as applicable to each advertising medium.
 - ii. Actual rating delivered, as applicable for broadcast media.
 - iii. Priority audience demographics e.g., age, gender, racial/ethnic group used for planning and reconciling media performance.
 - iv. Details by the vendor, network, or station for each Designated Market Area (DMA), as applicable.
 - v. Dayparts by market, as applicable. Days aired and time(s) of day, upon request.
 - vi. For digital, click-through rates, cost per click, or the agreed upon key performance indicator.
 - vii. Third party measurement and detailed viewer data, when available and requested by CDPH SAPB.
- d) Provide detailed media monitoring analysis designed to evaluate campaign reach, to CDPH SAPB and the Evaluation Contractor.
- e) In coordination with CDPH SAPB, provide technical assistance and support to the state-level media evaluation study, administered by CDPH SAPB's independent Evaluation Contractor.

- f) Evaluations of the effectiveness of media placement strategy and of creative, as follows:
 - i. All focus group and online research materials and reports.
 - ii. Post-buy report.
 - iii. Key website and digital and social media metrics.
- g) Coordinate and collaborate with CDPH SAPB's Evaluation Contractor, or other contractors, as needed.

2) Project Reporting

- a) Prepare, submit, and maintain ongoing campaign reports and timeline.
- b) Contractor shall submit quarterly progress reports and attend meetings with CDPH SAPB personnel at intervals determined by CDPH SAPB. Progress reports and meetings will be held to determine whether the project is on schedule, provide communication of findings, and afford occasions for airing difficulties or issues encountered so that remedies can be developed quickly.
- c) Develop a timely project-specific wrap-up report for all media activities as requested, detailing the effort from implementation to the results, including recommendations for continued leveraging of the activity.
- d) Prior to the conclusion of this agreement, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations.

E. Objective 5 - Project Management & Personnel Services

1) Project Management

- a) In collaboration with CDPH SAPB, maintain and monitor a system for substantiating facts, ensuring that facts in the campaign are valid and consistent with scientific direction from CDPH SAPB and are approved by CDPH SAPB. Provide copies of scientific studies, research, and calculations used in advertisements or promotions. Ensure the validity of the facts and consistency of their use.
- b) Provide technical assistance and training to CDPH SAPB and partner organizations.

2) Personnel Services

- a) Manage and monitor all campaign activities, current personnel and a team of subcontractors and vendors, as needed, responsible for activities for the entire contract term, and as specified, which have:
 - i. Extensive knowledge of the diverse California media market, and the ability to manage strategic public relations and advertising development, testing, production, and placement, including translation services in Spanish and various Asian languages.
 - ii. Specialty advertising services and knowledge, including but not limited to, digital, campaign landing pages, SEO/SEM, and social media strategy and production services.

EXHIBIT B – BUDGET DETAILS AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. 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 Cost Proposal specified in Attachment 1, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

To Be Determined

California Department of Public Health

[Enter Program name]

[Enter MS Code unless it does not apply]

[Enter street address, room/suite number or P.O. Box number]

[Enter City, CA and Zip Code or P.O. Box Zip Code (if applicable)]

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 agreement.

- D. Invoice shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Invoices must be submitted to CDPH either electronically or in hard copies.
 - 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 agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. 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.
- B. 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 H)".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

- C. If the allowability of an expense cannot be determined by the State because 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.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

No travel shall be permitted under this agreement.

EXHIBIT B-1 – COST PROPOSAL

EXHIBIT B-1
Cost Worksheet

24-10215

EXHIBIT B-1 - COST WORKSHEET

SERVICE	FY 24/25 XX/XX/25- 06/30/25	FY 25/26 07/01/25- 06/30/25	FY 26/27 07/01/26- 06/30/27	FY 27/28 07/01/27- 06/30/28	FY 28/29 07/01/28- XX/XX/29
Objective 1 – Strategic Planning	\$	\$	\$	\$	\$
Objective 2 – Formative Research	\$	\$	\$	\$	\$
Objective 3 – Media Creative and Placement	\$	\$	\$	\$	\$
Objective 4 – Media Evaluation	\$	\$	\$	\$	\$
Objective 5 - PM & Personnel Services	\$	\$	\$	\$	\$
TOTAL YEARLY COSTS	\$	\$	\$	\$	\$

1. CDPH has allocated \$25,000,000.00 for this contract. Any proposals exceeding this amount will be deemed nonresponsive and will not be considered for award. See the Solicitation for Request for Proposal (RFP) 24-10215 for more details.
2. The Contractor understands that the rates must be fully burdened, including but not limited to, operating expenses, labor, equipment costs, supplies, overhead, annual inflation costs/rate adjustments, profit margin, taxes, shipping, etc.
3. This agreement is deliverables-based, as specified in Section H of the Solicitation for RFP 24-10215 and State Contracting Manual Volume 1, Section 7.30.
4. Failure to sign this Cost Worksheet may lead to a Proposal being deemed "non-responsive."

Name

Title of Authorized Representative

Signature

EXHIBIT C – GENERAL TERMS AND CONDITIONS

General Terms and Conditions can be viewed at <https://www.dgs.ca.gov/OLS/Resources>.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. Cancellation

- A. This agreement 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 agreement immediately for cause. The Contractor may submit a written request to terminate this agreement 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 agreement.
- D. Agreement cancellation or termination 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 cancellation or termination, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority,

know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- 3) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from,

or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's Scope of Work, Contractor hereby grants to CDPH a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's Scope of Work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

- 1) Contractor represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed

Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

I. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten

(10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.

- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Excise Tax

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

6. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this paragraph, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that

are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing ontracts, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Contract. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://www.dgs.ca.gov/office-of-legal-services/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

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

Effective August 1, 2024, Pursuant to Department of General Services (DGS) Procurement Division Bulletin Number P-05-24 dated July 1, 2024, the following the provision is requires for all contracts and contract amendments.

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

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting

and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

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

EXHIBIT E – ADDITIONAL PROVISIONS

1. Use of Disabled Veteran Business Enterprises (DVBE)

- A. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- B. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this agreement by this reference.
- C. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation 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, prior to using a substituted subcontractor.
- D. Requests for substitution must be approved by the program funding this agreement and must include:
 - 1) A written explanation of the reason for the substitution.
 - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
 - 3) If applicable, the reason a non-DVBE subcontractor is proposed for use.
 - 4) A written description of the work to be performed by the substituted subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- E. If requested by CDPH, Contractor agrees to provide verification, in a form agreed to by CDPH, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of contract award or in an applicable amendment.

2. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

3. Performance Evaluation

- A. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
- 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.
 - 2) Whether the contracted work or services met the quality standards specified in the agreement.
 - 3) Whether the Contractor fulfilled all requirements of the agreement.
 - 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- B. The evaluation of the Contractor shall not be a public record (PCC 10370).

4. Prohibited Follow-on Contracts

- A. No person, firm, or subsidiary awarded a consulting services agreement is prohibited from submit a bid or be awarded an agreement for services or goods suggested, in the end product of the awarded consulting services agreement
- B. Paragraph A does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which totals no more than ten 10% percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to services agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.(Contract with Private architects, engineering, land surveying and contraction project management firms).

5. Insurance Requirements

Contractor shall comply with the following insurance requirements:

- A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be

before the date this Agreement was executed or before the beginning of Agreement work.

- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Use of Small Business Subcontractors

- 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 agreement 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 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 agreement complies with the commitments specified during the contractor selection process.

7. Incorporation of Proposal or Bid

The Contractor's proposal or bid is not attached hereto, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal or bid, this Agreement shall be controlling.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Subcontract Requirements

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three complete quotations which should be submitted or adequate justification provided for the absence of bidding.
- B. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.

- D. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- E. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- F. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

10. Documents, Publications and Written Reports

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

11. Procurement Rules

Contractor shall not use State funds allocated under this Agreement to purchase equipment. As used in this paragraph, "equipment" means an article of nonexpendable, tangible property, including furniture, having a useful life of at least one (1) year and a unit cost of five thousand dollars (\$5,000) or more.

12. Equipment Ownership / Inventory / Disposition

- A. Wherever the terms equipment and/or property are used under this provision, the definitions in Provision 12, Paragraph A, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- 1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- 2) If the Contractor enters an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
- a. Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - b. Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - c. Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

13. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT F – INFORMATION PRIVACY AND SECURITY REQUIREMENTS

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only

a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or

Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Members Training and Confidentiality.** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. Workforce Members Discipline.** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. Workforce Member Assessment.** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. Encryption.** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).

- B. Server Security.** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. Minimum Necessary.** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0-8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the

prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

- H. System Inactivity Timeout.** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. Intrusion Detection.** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. System Security Review.** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI,

along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

EXHIBIT G –RESUMES

****Vendor Resumes Will Be Placed Here****

EXHIBIT H – 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** 24-10215 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 agreement, 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: _____

CDPH Distribution: Accounting (Original) Program