

California Department of Education Invitation for Bid (IFB) Specialty Printing Services – CN250025

Communications Division
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Bid Due Date: March 11, 2025, at 3:30 pm PST
Public Bid Opening: March 13, 2025, at 9:00 am PST
Contract Period: July 1, 2025 (or upon DGS Approval) – June 30, 2026
One-Year Option to Renew: July 1, 2026 – June 30, 2027
One-Year Option to Renew: July 1, 2027 – June 30, 2028

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GENERAL INFORMATION

I. PURPOSE

The California Department of Education (hereinafter referred to as CDE) is soliciting bids to provide specialty printing services on an as-needed basis, for the CDE's Communications Division, CDE Press Unit, located at 1430 N Street, Sacramento, CA 95819, in accordance with the specifications contained herein this Invitation for Bid (IFB).

It is anticipated that the contract start date will begin approximately on July 1, 2025. The actual start date of the contract is contingent upon approval of the agreement by the Department of General Services (DGS), if required. Contract includes two one-year options to renew.

Award of a contract as a result of this IFB shall be contingent on DGS approval, CDE executive approval, funding and program authorization provided to and by the CDE.

II. IFB SCHEDULE

Activity	Action Date
Invitation for Bid Advertisement	February 25, 2025
Bids Due	March 11, 2025, at 3:30 pm PST
Public Bid Opening	March 13, 2025, at 9:00 am PST
Contract Start Date	July 1, 2025, or upon contract/DGS approval, whichever is later

III. ELIGIBLE BIDDERS

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Bidders must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.

Bidders who have had a contract terminated by the CDE in the past 18 months may be automatically disqualified.

The primary worksite for all bidders must be located within 75 miles of CDE Headquarters located at 1430 N Street, Sacramento, California 95814.

A. Disabled Veteran Business Enterprise (DVBE) Program Requirement

This solicitation is exempt from DVBE participation.

See General Information, Article V. DVBE Program Requirement for information.

B. Targets of Economic Sanctions; Executive Order N-6-22 – Russia Sanctions:

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

directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IV. SUBCONTRACTING

The bidder responding to this IFB must serve as the Prime Contractor and will be the responsible entity in ensuring that all services and activities are competently and successfully completed. The bidder may subcontract **only** for the services listed below, and may not subcontract any other portion of the Scope of Work as described in Exhibit A. All other work must be performed by the bidder at their primary worksite, which must be located within 75 miles of the CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814.

Subcontracting is allowed for:

1. Embossing
2. Debossing
3. Gold/silver foil stamping
4. Engraving
5. Die cutting
6. Gluing
7. Scoring
8. Letter pressing

If any portion of the work outlined in Exhibit A, Scope of Work, is to be subcontracted out, or performed by anyone other than the bidder, a Bidder Declaration Form (GSPD-05-105) must be completed and submitted as part of the bid submission. The Bidder Declaration Form must bear the original signature of the person authorized to bind the bidder. The Bidder Declaration form can be found at:

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

A. Commercially Useful Function

Bids must propose that Prime bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

Commercially useful function is defined as: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of service and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

A small or microbusiness/DVBE contractor, subcontractor or supplier is not performing a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the

appearance of small business or microbusiness/DVBE participation. (GC § 14837(d)(4); Tit. 2 CCR § 1896.15.) (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

V. DVBE PROGRAM REQUIREMENT

Section 10115 et seq. of Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) certified California Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

This solicitation is exempt from DVBE participation, however the DVBE incentive still applies (see Article VI. Preference Programs).

The CDE is committed to achieving legislatively established goals for the participation of DVBEs in all contracting and seeks to use certified California DVBE business whenever possible.

VI. PREFERENCE PROGRAMS

A. Small Business Preference

A five percent (5%) bid preference is available and will be applied in accordance with Attachment 5. The small business preference will be applied to those bidders declaring their eligibility by completing Attachment 5. The bidder must include proof of Small Business certification, if applying for the preference. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Information regarding this preference program may be obtained on the DGS website, <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California>

B. DVBE Incentive Option

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to responsive and responsible bidders who provide DVBE participation as outlined below. The incentive amount for awards based on the lowest responsive/ responsible bid received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements and DVBE participation in the resulting contract. The following represents the percentages that will be applied:

- Confirmed DVBE Participation of 5% or more, the DVBE Incentive is 5%.
- Confirmed DVBE Participation of 4% to 4.99%, the DVBE Incentive is 4%.
- Confirmed DVBE Participation of 3% to 3.99%, the DVBE Incentive is 3%.

In order to receive the incentive bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) with the Bid. The GSPD-05-105 form can be found at:

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

The bidder must also include proof of DVBE certification, if applying for the incentive. Certification can be verified on Cal eProcure at:

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

VII. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder/Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

VIII. BIDDER REQUIREMENTS

Bidders must be responsible and have the capability to professionally carry out the terms of this contract. Those bidders who have had a contract terminated with the CDE in the past 18 months will be disqualified and will not be considered in the award process.

The primary worksite for all bidders must be located within 75 miles of the CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814.

IX. IFB DOCUMENTS

Any conflicts, omissions or errors in the IFB or questions concerning clarification or interpretation of the IFB, shall be brought to the attention of Alexis Boyd, at aboyn@cde.ca.gov, 916-319-0525. The CDE reserves the right to rephrase or not answer any question submitted.

The CDE reserves the right to amend or modify the IFB document prior to the final bid submittal date identified herein by issuing an addendum to all parties. The CDE will not be bound by verbal representations or interpretations.

The CDE reserves the right, at its sole discretion, for any reason, including price, rates, costs, etc., to cancel or modify this IFB, in whole or in part, prior to the award of any contract. The CDE may waive any immaterial deviation or defect in a bid proposal. The CDE’s waiver of a deviation or defect shall in no way modify the IFB documents or excuse the Contractor from

full compliance with the IFB specifications if awarded the contract. The CDE may reject any bid for any deviation or defect.

If you would like to request a copy of this IFB in an alternate format, including Word, please contact Alexis Boyd, by phone at 916-319-0525, or by e-mail at aboyd@cde.ca.gov.

X. BID DOCUMENTS AS PUBLIC RECORD

All bids and related documents submitted in response to this IFB become the property of the State of California and are considered public records and are subject to disclosure upon request, pursuant to Government Code Section 6250 et seq. All contracts awarded and all attachments thereto will become public records.

XI. BID SUBMISSION

Each bidder shall submit to the CDE two sealed copies of their bid meeting the specifications described in this IFB.

1. One (1) original set of bid documents which must bear the original signature of the individual authorized to do so, and
2. One (1) copy of the bid documents with a photocopy of the original signature.

All bid package documents must bear the original signature of the individual authorized to sign the contract. No electronic signatures will be accepted as original. Original signature shall mean a manual handwritten signature or mark in wet ink.

The bid shall be returned in a sealed envelope marked "SEALED BID – SPECIALTY PRINTING SERVICES – DO NOT OPEN." To prevent inadvertent premature opening, place sealed bid in one envelope within a second envelope addressed as follows:

California Department of Education
Fiscal and Administrative Services Division
Contracts Office
Attention: Alexis Boyd – CN250025 – IFB
1430 N Street, Suite 2213
Sacramento, CA 95814
SEALED BID – SPECIALTY PRINTING SERVICES – DO NOT OPEN

Sealed bids may be submitted via mail to the address above. Or may be hand delivered to the CDE Mail Room located on the first floor of the CDE building at 1430 N Street, Sacramento, CA 95814. If hand delivering, bidder must check in with the security desk (present valid ID). Security personnel will not accept bids.

The deadline for submission of sealed bids is Tuesday, March 11, 2025, at 3:30 pm PST.

The bids will be publicly opened and read on Thursday, March 13, 2025, at 9:00 am PST, at the California Department of Education, Fiscal and Administrative Services Division, 1430 N Street, Suite 2213, Room 2212, Sacramento, CA 95814.

In a closed session, following the bid opening and reading, the CDE will review the apparent low bid to determine if the low bidder is responsible and responsive to the IFB. Bids not received at the location by the date and time specified will not be accepted. Postmark date will

not constitute delivery. It is the bidder's responsibility to ensure that the bid is received at the location specified by the bid deadline.

By submitting a bid, prospective bidders certify that they meet all qualifications specified herein and agree to comply with all terms and conditions of this IFB. After announcement of the apparent successful bidder, there will be no negotiations of the terms and conditions of this IFB or the bidder's submitted proposal between the CDE and the apparent successful bidder.

Bids shall not be qualified or conditioned. Any bid response modifying, amending, or proposing alternate language to the terms and conditions of the IFB will be invalid and inapplicable. Bids submitted must be complete in all respects and may be rejected if incomplete or contain irregularities of any kind.

The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected.

There is no requirement to award a contract if, in the opinion of the CDE, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.

If no submissions are received containing bids offering a cost/price/rate, which in the opinion of the CDE is a reasonable cost/price/rate, CDE is not required to award an Agreement (Public Contract Code Section 10344 [d]).

Every component of the bid cost/price/rate is subject to reasonableness of cost justification. If any portion of the cost is rejected by the CDE, then the entire bid may be rejected.

The cost of bid development is the responsibility of the prospective bidder and shall not be chargeable to the CDE.

A bidder may withdraw its bid at any time prior to the date and time of bid opening by submitting a request in writing to the CDE, Attention: Contracts Office – Alexis Boyd – CN250025, 1430 N Street, Suite 2213, Sacramento, CA 95814. A new bid package may be submitted prior to the date and time of bid opening. Written withdrawal of bidder's bid will not be accepted after the date and time of bid opening. Withdrawals requested by telephone or fax are not acceptable.

Clarification may be requested by the CDE Contracts Office during the review of the bids for the purpose of clarifying ambiguities in the information presented in the bid response. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a bid form. Bidders may be required to initial corrections.

Any failure by the bidder to acquaint itself with available information will not relieve them from responsibility for estimating properly, the difficulty, or cost of successfully performing the work.

XII. BID SUBMISSION REQUIREMENTS

The bid submission package must be submitted to the CDE and must include the following required forms fully completed and signed where applicable. One original set and one full copy of the bid documents listed herein must be included in the bid package. See Article XI. Bid Submission.

A. Attachment 1 – Required Attachment Checklist

The Required Attachment Checklist is to be used to ensure and confirm compliance with the bid submission requirements. The checklist must be completed and submitted as the cover of your bid package.

B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms

Contractor's Bid Form: must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for the Grand Total.

C. Bidder Samples

The bidder must provide samples of previous work that must include one of each of the following types of specialty printing specifications:

1. Gold foil stationary, AND
2. Gold foil seal, AND
3. Embossing, AND
4. Debossing, AND
5. Die Cutting

D. Insurance Certificates

The bidder must possess and provide a copy of their insurance certificates meeting the terms outlined in Exhibit E, Article II. Certificate of Insurance Requirements and Article III. Workers' Compensation:

1. Commercial General Liability, AND
2. Automobile Liability, AND
3. Workers' Compensation

Proof of coverage and limits for the above required terms are required in the bid submission package. The additional insured language (see Exhibit E, Article II. Certificate of Insurance Requirements) will be required as a condition of contract award.

E. Contractor Certification Clauses (CCC 04/2017)

The Contractor Certification Clauses (CCC 04/2017) must be signed and dated with an original signature. The CCC 04/2017 can be found at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

F. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)

The STD 204 form must be completed and submitted with an original signature. The STD 204 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

The STD 205 form must be completed and submitted with an original signature if the bidder must identify a remittance address that is different from the mailing address identified on the STD 204. The Payee Data Record Supplemental STD 205 can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

G. Attachment 2 – Certification of Workers’ Compensation Insurance

The Certification of Workers’ Compensation Insurance form must be fully completed, signed and dated with an original signature.

H. Attachment 3 – Darfur Contracting Act Certification, or Attachment 3a – Darfur Contracting Act Certification Supplemental

The Darfur Contracting Act Certification or the Darfur Contracting Act Certification Supplemental must be fully completed, signed and dated with an original signature.

I. Attachment 4 – California Civil Rights Certification

The California Civil Rights Certification must be fully completed, signed and dated with an original signature.

J. Attachment 6 – Bidder Certification

The Bidder Certification must be fully completed and dated with an original signature. Bidders must demonstrate responsibility and the capability to professionally carry out the terms of this contract through the bidder certification.

K. Attachment 7 – Worksite Visit Checklist

L. Conditional Attachments

1. Subcontracting

If bidder intends to subcontract any portion of the work outlined in Exhibit A, Scope of Work, the Bidder Declaration (GSPD-05-105) form must be completed and submitted with original signature. The GSPD-05-105 form can be found at:

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

2. Small Business Preference

If bidder intends to apply for the Small Business Preference the Attachment 5 Small Business Preference Sheet must be completed and submitted with original signature.

The bidder must submit proof of Small Business certification. Failure to submit a copy of your proof of certification for the industry appropriate for this bid will not be cause for bid rejection; however, preference for small business will not be considered or granted for your bid. Certification can be verified on Cal eProcure at:

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

3. DVBE Incentive Option

If bidder intends to apply for the DVBE Incentive the following documents are required. Failure to submit any of the documents for this bid will not be cause for bid rejection; however, DVBE incentive will not be considered or granted for your bid.

- Bidder Declaration (GSPD-05-105). Bids must include a GSPD-05-105 form completed in accordance with the instructions on the form. The GSPD-05-105 form can be found at:

- DVBE Certification. Bids must include a copy of the DVBE certification for each DVBE contractor/subcontractor. DVBE certification can be verified and printed from Cal eProcure at:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

XIII. BASIS OF AWARD

Following the public bid opening, the CDE Contracts Office will review the low bid for compliance with the bid requirements, specified herein, and to determine if the low bidder is responsible and responsive to this IFB.

The contract shall be awarded on the basis of the responsive/responsible bidder submitting the lowest average Grand Total.

Following the bid opening, the CDE will review the bids for preliminary compliance with bid requirements. Following the preliminary compliance review, the CDE will schedule a confidential work site visit with the lowest, preliminarily qualified bidder to determine if the low bidder is responsible and responsive to the IFB.

The CDE will determine the apparent low bid by calculating the average Grand Total for each bidder. The average Grand Total will be computed by adding the Grand Total from each of the three bid forms, Exhibit B.1, Exhibit B.2, and Exhibit B.3, and then dividing the amount by three. Bidders must agree that the set-up charge and per unit pricing are binding and will apply to all orders issued under the contract regardless of quantity. However, the quantities used for calculating the bid total is roughly equivalent to CDE's historical average annual order size for each of the listed items.

Each bid will then be reviewed for completeness of the bid package. All required forms listed in General Information Article XIII. Bid Submission Requirements must be fully completed, dated, and signed where applicable.

Once the lowest responsive/responsible bidder has been identified, the CDE will conduct a work site visit to complete the bid review process, using Attachment 7, Worksite Visit Checklist. At the bid review worksite visit, the CDE Contract Monitor and other CDE representatives will visit the primary worksite of the apparent low bidder. The primary worksite for all bidders must be located within 75 miles of CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814. The bidder's primary worksite must be where the work specified in Exhibit A, Scope of Work will be completed, as certified in Attachment 6, Bidder Certification. At the bid review worksite visit, CDE staff will verify that the bidder's primary worksite has all of the equipment, staff, and software requirements (as specified in the Scope of Work and Attachment 6, Bidder Certification) located at their primary worksite.

The bid review worksite visit will be scheduled on March 17 – March 21, between the hours of 8:00 am and 5:00 pm PST, unless the CDE determines otherwise. The CDE Contract Monitor will contact the bidder who has submitted the apparent low bid, and that has met all of the requirements outlined in the IFB, to schedule the worksite visit. If, during the worksite visit, the CDE determines that the bidder does not meet all of the requirements outlined in the IFB (see Attachment 7, Worksite Visit Checklist), the bidder will be disqualified and the CDE will contact the next lowest bidder meeting all of the requirements outlined in the IFB to schedule a worksite visit. Bidders and their primary worksite must be available for the bid review worksite

visit during the aforementioned dates, and randomly conducted visits during the contract period, to be considered for this bidding opportunity.

Please have a copy of the IFB with you at the bid review work site visit.

Upon the successful completion of the bid review and bid review work site visit, the contract shall be awarded on the basis of the responsive/responsible bidder submitting the lowest average Grand Total and a successful bid review work site visit, as outlined above.

Charges for the bidder's operating expenses such as: labor, material, pick up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, taxes, permits, licenses, insurance and/or any other overhead expenses must be included as part of the bidder's rates.

All bid responses must comply with the requirements outlined herein. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the offices of the contracting agency at least five working days prior to awarding the contract.

XIV. OPTION TO RENEW

The contract awarded through this IFB would expire on June 30, 2026; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (July 1, 2026 – June 30, 2027) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period July 1, 2026 – June 30, 2027. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2026.

Costs for the second one-year option to renew (July 1, 2027 – June 30, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period July 1, 2027 – June 30, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2027.

XV. CONTRACT AWARD PROTEST PROCEDURES

If prior to the award, any bidder files a protest with the CDE against the awarding of the contract on the grounds that it is the lowest responsive/responsible bidder meeting the specifications of the IFB, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. Protests shall be limited to those bases specified in Public Contract Code section 10345 (Attachment 7 describes the protest procedures to be followed by a bidder filing a protest). The protest shall be sent to:

Department of General Services
Office of Legal Services
ATTN: Bid Protest Coordinator
707 3rd Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
EMAIL: OLSProtests@dgs.ca.gov

California Department of Education
Contracts Office
ATTN: Contract Manager
1430 N Street, Suite 2213
Sacramento, CA 95814
EMAIL: ContractsOffice@cde.ca.gov

EXHIBIT A – SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide all necessary materials, equipment, labor, and other work necessary to provide specialty printing services, on an as-needed basis, for the California Department of Education's (CDE), Communications Division, CDE Press Unit, located at 1430 N Street, Sacramento, CA 95814, as described herein.

II. CONTRACT MONITORS:

The CDE assigns **Jesse Medina**, jmedina@cde.ca.gov, (916) 445-4910 as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

The Contractor must assign a Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

III. CONTRACTOR SPECIFICATIONS:

- A. The Contractor must have the following expertise, equipment, software, and staffing at their primary worksite for CDE orders, which must be located within 75 miles of the CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814.
- B. The Contractor's primary worksite for CDE orders must be where the work specified in this Exhibit will be completed, with the exception of Item M, below. The Contractor may have headquarters and other sites outside of the 75 mile radius, so long as the CDE orders will be fulfilled at a primary worksite that is within 75 miles of CDE Headquarters, and further provided that all press checks and worksite visits will be conducted at such primary worksite. The Contractor's inability to meet the terms of Exhibit A, Scope of Work, Article III. Contractor Specifications, will be a material breach of the agreement giving CDE the right to terminate.
- C. The Contractor must have at least two PC and Mac workstations, with at least two operators on staff who are proficient in Mac OS 12 (Mac OS Monterey), or the latest version.
- D. The Contractor must have the following Mac software at their printing premises, including latest version of Adobe Creative Cloud, which consists of the following:
 - 1. Adobe InDesign CC 2024, or latest version, AND
 - 2. Acrobat Pro DC, or latest version, AND
 - 3. Adobe Photoshop CC 2024, or latest version, AND
 - 4. Adobe Illustrator CC 2024, or latest version.
- E. The Contractor must have and use Windows 10 Professional, or the latest version, Microsoft Office 2024, or the latest version, at their printing premises.
- F. The Contractor must currently work with Pantone Matching System (PMS).

- G. The Contractor must have the ability to print in four color process (CMYK) plus spot color using PMS color.
- H. The Contractor must have the capability to provide the CDE Contract Monitor with a proof of every order.
- I. The Contractor must have the ability to promptly manufacture and provide steel die plate(s) up to 8 ½" by 11", to replace any worn die plates.
- J. The Contractor must have the ability to order and supply any specialty paper and materials listed in Exhibit A, Scope of Work, Article VII. Printing Specifications.
- K. The Contractor must have the ability to accommodate all orders outlined in Exhibit A, Scope of Work, Article VII. Printing Specifications, and follow the CDE's directives, including but not limited to:
 - 1. Obtaining specialty paper and materials following the correct specifications.
 - 2. Using the appropriate colored inks, as specified by the CDE Contract Monitor.
 - 3. Accommodating any size order specified in Exhibit A, Scope of Work, Article VII. Printing Specifications.
 - 4. Following any specific packaging instructions, if specified by the CDE Contract Monitor.
- L. The Contractor, or its subcontractor(s), must have the ability to perform the following as it pertains to the items listed in Exhibit A, Scope of Work, Article VII. Printing Specifications:
 - 1. Embossing
 - 2. Debossing
 - 3. Gold/silver foil stamping
 - 4. Engraving
 - 5. Die cutting
 - 6. Gluing
 - 7. Scoring
 - 8. Letter pressing
- M. The Contractor may subcontract for the services listed in Item L, #1-8, above,, but may not subcontract any other portion of the work. All other work must be performed by the Contractor at their primary worksite.

IV. PRESS CHECKS AND WORKSITE VISITS:

Throughout the contract period the Contractor will be required to schedule press checks with CDE staff, and/or accommodate worksite visits by CDE staff. Contractor's inability to meet the terms of Exhibit A, Scope of Work, Article IV. Press Checks and Work Site Visits, will be a material breach of the agreement giving CDE the right to terminate.

A. Worksite Visits:

The Contractor acknowledges that the initial primary worksite visit was conducted during the bid review process. The Contractor agrees that the CDE may conduct additional unscheduled, random worksite visits, at any time during the contract period, to ensure continued and ongoing compliance with all contract requirements. The Contractor must be

available for primary worksite visit(s) during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State holidays. At the primary worksite visit(s), CDE staff will verify that the Contractor's primary worksite has all of the equipment, staff, and software requirements, outlined in Exhibit A, Scope of Work, utilizing the Worksite Visit Checklist.

B. Press Checks:

1. Prior to the production of each order, the Contractor must schedule a required press check with the CDE Contract Monitor, at their primary worksite. During press checks, CDE staff will make sure that the quality of a specialty printing order meets the specifications of the order by examining the following on a yes/no basis:
 - a. Does the printed item meet the CDE's satisfaction regarding the quality of embossing, debossing, registration, color continuity, PMS color, lack of defects, etc., as requested in the order?
 - b. Is the printed item equivalent to the samples provided by the CDE?
 - c. Does the printed item meet all contract and order specifications?
2. At the press check, CDE staff must sign off on the order, attesting that the order was reviewed and approved by the CDE before the Contractor may continue to process the order. If approval is not obtained, the Contractor will be required to make adjustments as necessary to gain CDE's approval.
 - a. In the event that a new die plate is needed, the CDE will initiate a die plate order, and a new press check will be scheduled when it is ready for use.
3. All Press checks must be completed during the hours of 8:00 am to 3:00 pm, Monday through Friday, excluding State holidays.

V. PRINTING ITEM ORDERS:

- A. On an as needed basis, the CDE Contract Monitor will initiate a new specialty printing order by emailing the order, including its specifications, to the Contractor. In some instances the specialty printing order may be made available via file sharing services, to be determined by the CDE Contract Monitor.
- B. Upon receipt of an order, the Contractor must confirm receipt of said order by email, within two (2) business days from the CDE Contract Monitor's request.
- C. In some instances the specialty printing order from the CDE will only be available for pick up by the Contractor, in CD, DVD, or flash drive format. If the order is only available for pick in these formats, the Contractor must pick up the order from the CDE Headquarters, located at 1430 N Street, Sacramento, California 95814, within two (2) business days of the CDE's said request.
- D. All specialty printing orders requires a proof of each item ordered, unless otherwise specified by the CDE Contract Monitor. The Contractor must deliver to the CDE, the proof(s) and sign-off sheet, within five (5) business days of the original order sent by the CDE Contract Monitor.

- E. Upon receipt of the proof(s) and sign-off sheet, the CDE Contract Monitor will review and either approve or disapprove the proof(s). When the proof(s) are approved, the Contractor must schedule a press check with the CDE Contract Monitor, as specified in Exhibit A, Article IV. Press Checks and Worksite Visits. If the proof(s) are not approved, the CDE Contract Monitor will send the proof(s) back to the Contractor with a list of corrections that must be made. Once corrections have been made, the Contractor must resubmit the revised proof(s) and sign-in sheet within five (5) business days. The Contractor will be responsible for resubmittals at no additional cost to the CDE.
- F. The Contractor must deliver completed orders to the CDE Contract Monitor within 10 business days from the date that CDE approves the order at the press check.
- G. All pick-ups and deliveries must be coordinated with the CDE Contract Monitor, and must occur at the CDE Headquarters, located 1430 N Street, Suite 3207, Sacramento, CA 95814, between the hours of 8:00 am and 5:00 pm, Monday through Friday, excluding State holidays. All shipping and delivery costs must be included in the rates listed in Exhibit B.
- H. All orders must be packaged to protect from damage during transport and delivery. The CDE Contract Monitor will include special packaging instructions with the specialty printing order specifications.
- I. If the CDE Contract Monitor determines that any orders are of unacceptable print quality or damaged during delivery, the CDE Contract Monitor will contact the Contractor via email to notify them that a reproduction of the order is required. The Contractor must reproduce the order and deliver it at no additional cost to the CDE.

VI. DIE PLATE ORDERS:

- A. All die plates used and created for use in this contract must be made of steel plate.
- B. At the start of the contract, the CDE will provide the following dies for use in providing services for this contract:
 - 1. Gold Foil Stationery (Letterhead and Envelope): 2 die plates
 - 2. High School Equivalency (HSE) Diploma Gold Foil Certificate: 4 die plates
 - 3. CDE Gold Foil Certificate: 2 die plates
 - 4. Blue Gold Foil Certificate Holder: 1 die plate (note: the die cut triangle die plate will not be provided, and must be created by the Contractor)
 - 5. CDE Gold Foil Seal: 2 die plates
 - 6. CA State Gold Foil Seal of Biliteracy: 1 die plate
 - 7. CA State Gold Foil Seal of Civic Engagement: 1 die plate
 - 8. Golden State Gold Foil Seal Merit Diploma: 1 die plate
- C. The Contractor must pick up all of the die plates listed above immediately following the contract start date, to be coordinated with the CDE Contract Monitor.
- D. Upon notification by the Contractor that an existing die plate is too worn to continue to use, the CDE Contract Monitor will investigate and determine if an order for a new die plate is required.

- E. Upon receipt of a die plate order by the CDE Contract Monitor, the Contractor must confirm receipt of the order by email, within two (2) business days from said order.
- F. All die plate orders require a proof of the die plate(s) ordered or a press check using the new die plate, unless otherwise specified by the CDE Contract Monitor. The Contractor must deliver to the CDE, the proof(s) and sign-off sheet, within 10 business days of the original request, or must schedule a press check using the new steel die plate within 10 business days of said request.
- G. The Contractor will only use the die plates for fulfilling CDE orders and for no other purposes.
- H. The Contractor will keep any die plate(s) for use in performance of this contract, provided by the CDE until they are no longer usable or until the end of the contract period, whichever is earlier. At that time, the Contractor must return any and all die plates to the CDE Contract Monitor, at no additional cost to the CDE. All die plates used or created under this contract are property of the CDE, and are to be returned to the CDE upon CDE's request or at the end of the contract period, whichever is earlier. All pick-ups and deliveries of die plates must be coordinated with the CDE Contract Monitor, and must occur in person at the CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814.. All steel die plates must be packaged to protect from damage during transport and delivery. The CDE Contract Monitor will include special packaging instructions in the request for the die plate(s). All packaging, shipping, and delivery costs must be included in the rates listed in Exhibit B.

VII. PRINTING SPECIFICATIONS:

On an as needed basis, the CDE Contract Monitor will request specialty printing orders with specifications to the Contractor. Specialty printing orders will include the following items with the following specifications. If the items/specifications below are not available, the CDE Contract Monitor will determine the replacement item and/or alternate specification(s).

The Contractor is to supply all equipment, materials, and services necessary to fulfill CDE's order(s) with the following two exceptions:

- CDE will supply, at no charge to the Contractor, the initial die plate(s) for each printing item.
- CDE will supply, at no charge to the Contractor, the State Seal watermark, or other secured paper (8½" x 11" size paper [1-up]) to be used for the HSE Diploma Gold Foil Certificates (see Item B below).

A. Gold Foil Stationery:

The Contractor will provide Gold Foil Stationery using Monarch Letterhead and Monarch Envelopes, according to the following specifications when ordered by the CDE Contract Monitor.

1. The Contractor will supply and use the following paper for the Monarch Letterhead:
 - a. Paper: Neenah Paper-Classic Crest
 - b. Paper Color: Avon Brilliant White
 - c. Finish: Smooth
 - d. Weight (lbs): 24W
 - e. Size: 7.25" height x 10.5" width
 - f. Color: 2/0 colored black and gold foil

The Contractor must be able to fill orders in the following increments: 500, 1,000, 1,500, or 2,000, as requested by the CDE Contract Monitor.

2. The Contractor will supply and use the following paper for the Monarch Envelopes:

- a. Paper: Neenah Paper-Classic Crest
- b. Paper Color: Avon Brilliant White
- c. Finish: Smooth
- d. Weight (lbs): 24W
- e. Size: 3.9375" height x 7.5" width
- f. Color: 2/0 colored black and gold foil

The Contractor must be able to fill orders in the following increments: 500, 1,000, 1,500, or 2,000, as requested by the CDE Contract Monitor.

- 3. The Contractor will package the letterhead order in boxes of 500, or as specified in the CDE Contract Monitor's order.
- 4. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for a 1" diameter gold foil seal, upon the start of the contract. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

B. HSE Diploma Gold Foil Certificate:

The Contractor will provide HSE Diploma Gold Foil Certificates according to the following specifications when ordered by the CDE Contract Monitor.

- 1. The CDE will supply State Seal watermark, or other secured paper (8½" x 11" size paper [1-up]), to the Contractor, to be used for HSE Diploma Gold Foil Certificates:
 - a. Weight (lbs): 24W
 - b. Finish Size: 8.5" height x 11" width
 - c. Color: 2/0 Laser Safe Black uncoated ink and gold foil embossing seal.

The Contractor must be able to fill orders in the following increments: 50,000, 75,000, or 100,000, as requested by the CDE Contract Monitor.

- 2. The Contractor will package the certificate order in boxes, or as specified in the CDE Contract Monitor's order.
- 3. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for a 2" diameter gold foil seal, upon the start of the contract. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

C. CDE Gold Foil Certificate:

The Contractor will provide CDE Gold Foil Certificates according to the following specifications when ordered by the CDE Contract Monitor.

1. The Contractor will supply and use the following paper for CDE Gold Foil Certificates:
 - a. Paper: Neenah Astroparche
 - b. Paper Color: White
 - c. Finish: Vellum
 - d. Weight (lbs): 60T
 - e. Size: 8.5" height x 11" width, Bleed in all 4 sides
 - f. Color: 2/0 Laser Safe PMS 287 uncoated ink and gold foil embossing

The Contractor must be able to fill orders in the following increments: 1,000, 2,000, 3,000, 4,000, or 5,000 as requested by the CDE Contract Monitor.

2. The Contractor will package the certificate order in boxes, or as specified in the CDE Contract Monitor's order.
3. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for a 1" diameter gold foil seal and 7" by 1" gold foil text, upon the start of the contract. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

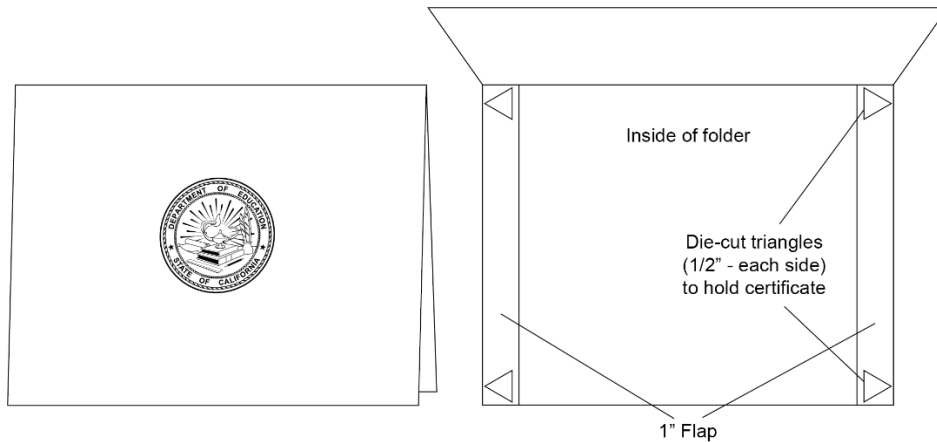
D. Blue Gold Foil Certificate Holder:

The Contractor will provide Blue Gold Foil Certificate Holders according to the following specifications when ordered by the CDE Contract Monitor.

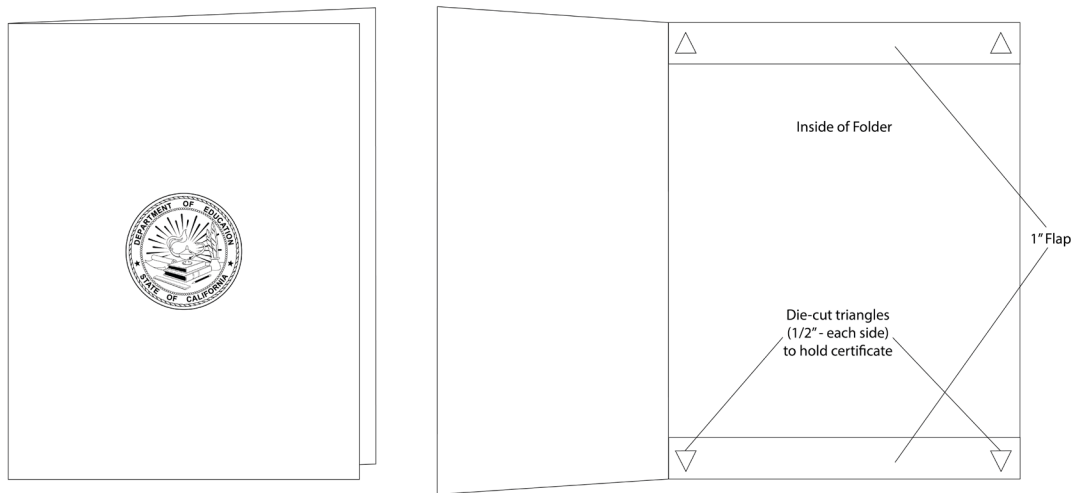
1. The Contractor will supply and use the following paper for Blue Gold Foil Certificate Holders:
 - a. 8.75" x 11.25" Holders:
 - i. Paper: Neenah Royal Sundance
 - ii. Paper Color: Midnight Blue
 - iii. Finish: Linen
 - iv. Weight (lbs): 80C
 - v. Finished Size:
 - Horizontal/Landscape Format: 8.75" height x 11.25" width
 - Vertical/Portrait Format: 11.25" height x 8.75" width
 - vi. Color: 1/0 Gold foil embossing of 3" diameter
 - vii. Special Instructions:
 - Horizontal/Landscape Format: 1" flaps glued on the inside top and bottom, 4 die-cut triangles (2 on each flap), to hold 8.5" x 11" certificate
 - Vertical/Portrait Format: 1" flaps glued on the inside top and bottom, 4 die-cut triangles (2 on each flap), to hold 11" x 8.5" certificate

viii. Sample drawings below:

- Horizontal/Landscape Format:



- Vertical/Portrait Format:



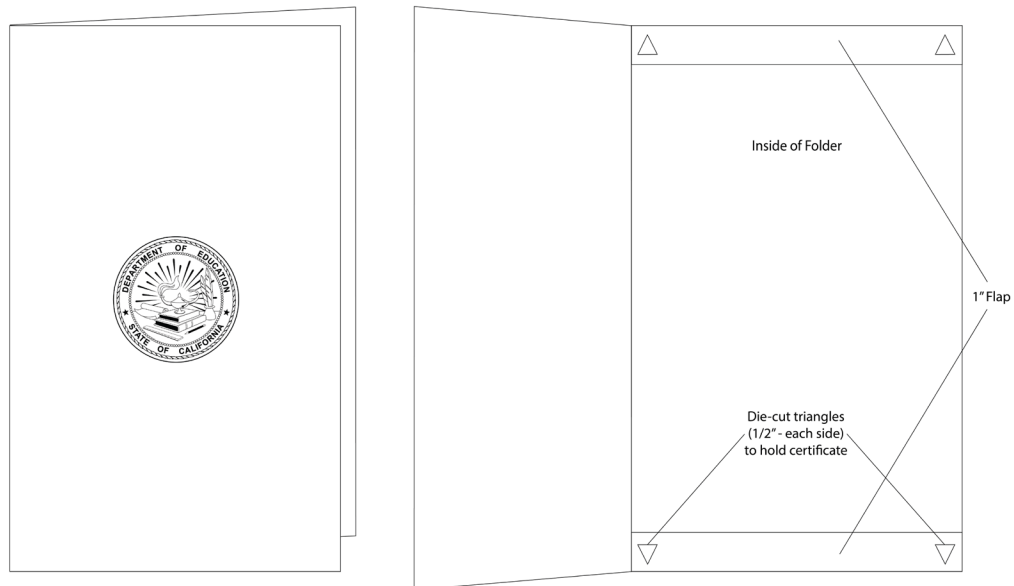
The Contractor must cut, fold, and glue paper into holder specifications as shown above, or may choose to order the assembled folder from the Contractor's supplier.

b. 8.75" x 14.25" Holders:

- Paper: Neenah Royal Sundance
- Paper Color: Midnight Blue
- Finish: Linen
- Weight (lbs): 80C
- Finished Size: 14.25" height x 8.75" width
- Color: 1/0 Gold foil embossing of 3" diameter
- Special Instructions:
 - Vertical/Portrait Format: 1" flaps glued on the inside top and bottom, 4 die-cut triangles, (2 on each flap) to hold up 8.5" x 14" certificate

viii. Sample drawing below:

- Vertical/Portrait Format:



The Contractor must cut, fold, and glue paper into holder specifications as shown above, or may choose to order the assembled folder from the Contractor's supplier.

2. The Contractor must be able to fill orders in increments ranging from 100 to 5,000, as requested by the CDE Contract Monitor.
3. The Contractor will package certificate holders in boxes of 200, with each set of 50 rotated 90 degrees from the previous set placed in the box, or as specified in the CDE Contract Monitor's order.
4. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for a 3" diameter emboss seal, upon the start of the contract. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

E. CDE Gold Foil Seal:

The Contractor will provide CDE Gold Foil Seals according to the following specifications when ordered by the CDE Contract Monitor.

1. The Contractor will supply and use the following for CDE Gold Foil Seals:
 - a. Paper: Gold Foil Adhesive
 - b. Size: 2" Starburst 2-up sheet of stickers
 - c. Color: 0/0 None, gold foil, die-cut starburst and emboss seal

The Contractor must be able to fill orders in the following increments: 1,000 stickers (500 2-up sheets), 2,000 stickers (1,000 2-up sheets), 3,000 stickers (1,500 2-up sheets), 4,000 stickers (2,000 2-up sheets), or 5,000 stickers (2,500 2-up sheets) as requested by the CDE Contract Monitor.

2. The Contractor will package the stickers in boxes, or as specified in the CDE Contract Monitor's order.

3. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for a 2" diameter starburst and emboss plate seal for 2-up, upon the contract start date. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

F. California State Gold Foil Seal of Biliteracy:

The Contractor will provide California State Gold Foil Seals of Biliteracy according to the following specifications when ordered by the CDE Contract Monitor.

1. The Contractor will supply and use the following for California State Gold Foil Seals of Biliteracy:
 - a. Paper: Gold Foil Adhesive
 - b. Size: 1¼" Starburst 10-up sheet of stickers
 - c. Color: 0/0 None, gold foil, die-cut starburst and emboss seal

The Contractor must be able to fill orders in the following increments: 75,000 (7,500 10-up sheets), 100,000 (10,000 10-up sheets), or 125,000 (12,500 10-up sheets) as requested by the CDE Contract Monitor.

2. The Contractor will shrink-wrap sets of 50 sheets, and box four (4) shrink-wrapped sets of 50, for a total of 200 sheets per box, or as specified in the CDE Contract Monitor's order.
3. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for an emboss plate for 10-up, upon the contract start date. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

G. California State Gold Foil Seal of Civic Engagement:

The Contractor will provide California State Gold Foil Seals of Civic Engagement according to the following specifications when ordered by the CDE Contract Monitor.

1. The Contractor will supply and use the following for California State Gold Foil Seals of Civic:
 - a. Paper: Gold Foil Adhesive
 - b. Size: 1¼" Starburst 10-up sheet of stickers
 - c. Color: 0/0 None, gold foil, die-cut starburst and emboss seal

The Contractor must be able to fill orders in the following increments: 5,000 (500 10-up sheets), 10,000 (1,000 10-up sheets), or 25,000 (1,250 10-up sheets) as requested by the CDE Contract Monitor.

2. The Contractor will package the stickers in boxes, or as specified in the CDE Contract Monitor's order.
3. Following the order process outlined in Exhibit A, Scope of Work, Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for an emboss plate for 10-up, upon the contract start date. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

H. Golden State Gold Foil Seal Merit Diploma:

The Contractor will provide Golden State Gold Foil Seal Merit Diplomas, using gold foil adhesive and text adhesive backing, according to the following specifications when ordered by the CDE Contract Monitor.

1. The Contractor will supply and use the following for Golden State Gold Foil Seal Merit Diplomas:

a. Gold Foil Merit Seal:

- i. Paper: Gold Foil Adhesive
- ii. Size: 1¼" Starburst 10-up sheet of stickers
- iii. Color: 0/0 None, gold foil, die-cut starburst and emboss seal

The Contractor must be able to fill orders in the following increments: 75,000 (7,500 10-up sheets), 100,000 (10,000 10-up sheets), or 125,000 (12,500 10-up sheets) as requested by the CDE Contract Monitor.

b. Black/White Merit Seal:

- i. Paper: Uncoated 60lb text adhesive backing
- ii. Size: 1¼" Starburst 10-up sheet of stickers
- iii. Color: 1/0 Black, die-cut starburst

The Contractor must be able to fill orders in the following increments: 75,000 (7,500 10-up sheets), 100,000 (10,000 10-up sheets), or 125,000 (12,500 10-up sheets) as requested by the CDE Contract Monitor.

2. The Contractor will package sheets in boxes of 200, with each set of 50 rotated 90 degrees from the previous set placed in the box, or as specified in the CDE Contract Monitor's order.
3. Following the order process outlined in Exhibit A, Scope of Work Article VI. Die Plate Orders, the CDE will supply the Contractor with the initial steel die plate for a die-cut 1.25" starburst and emboss plate for 10-up, upon the contract start date. The Contractor will notify the CDE Contract Monitor when the die plate has become too worn to continue use. If needed, the CDE Contract Monitor will submit an order for a new die plate from the Contractor.

VIII. OWNERSHIP OF MATERIALS

- A. All materials developed under the terms of this agreement will become the property of the CDE. The CDE reserves the exclusive right to disseminate and otherwise use materials developed under the terms of this agreement.
- B. The Contractor is prohibited from using, distributing or selling any part of the materials (electronic and/or hard copies) at any stage for any use other than to carry out the services outlined in this Scope of Work.
- C. Any improper use will be considered a breach of contract and will be grounds for termination of said contract. Should the Contractor engage in any of the activities outlined in this article, the Contractor will forfeit any future contracting opportunities for same or similar services.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the Agreement Number CN250025 and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education
Communications Division
1430 N Street, Suite 3207
Sacramento, CA 95814
Attention: Jesse Medina
Email: jmedina@cde.ca.gov

II. BUDGET CONTINGENCY CLAUSE (rev. 9/2012)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

III. PAYMENT

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

IV. DVBE PARTICIPATION WITHHOLD (1/1/2022)

In accordance with the requirements set forth in the Military and Veterans Code (MVC), Section 999.7, the State shall withhold from the final payment amount to the Contractor, \$10,000.00, or the full final payment if less than \$10,000.00, until the prime Contractor

complies with the certification requirements of MVC 999.5(d) by submitting to the State a completed an accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) form and proof of payment to DVBE(s). Such retained amount shall be held by the State and shall be released pending receipt of a complete and accurate STD. 817 and proof of payment to the DVBE(s). If the Std. 817 form is late or incomplete, the State will allow the Contractor to cure within 30 days to meet the certification requirements. If the Contractor does not comply by the given deadline, the withheld amount will be permanently deducted. (See Exhibit E, Contract Requirements Related to DVBE Participation Compliance.)

EXHIBIT B.1 – CONTRACTOR’S BID FORM

IFB CN250025 – Specialty Printing Services

Contract Period: July 1, 2025 through June 30, 2026

The undersigned Contractor hereby proposes to furnish all labor, material, pick-up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, software, subcontracted costs, taxes, permits, licenses, insurance and/or any other overhead expenses necessary to perform all the work required for specialty printing services in accordance with the terms and conditions contained herein. Charges for the Contractor’s operating and overhead expenses incurred in the performance hereof must be included as part of the bidder’s following rates. Services will be utilized on an as-needed basis. For full item descriptions, please see Exhibit A, Scope of Work. The set-up charge and cost per item shall be binding for each order issued through the contract period, regardless of the quantities specified in the printing order. The quantities given below are for bidding purposes only.

	ITEM DESCRIPTION				TOTAL**
A.	Gold Foil Stationery: Monarch Letterhead				
1.	Set-up cost per order			=	\$ _____
2.	Cost per item	\$ _____	x 1,000*	=	\$ _____
	Gold Foil Stationery: Monarch Envelope				
3.	Set-up cost per order			=	\$ _____
4.	Cost per item	\$ _____	x 1,000*	=	\$ _____
	Gold Foil Stationery: New Steel Die Plate				
5.	New steel die plate 1" diameter gold foil seal for both the letterhead and envelope	\$ _____	x 1*	=	\$ _____
B.	HSE Diploma Gold Certificate				
6.	Set-up cost per order			=	\$ _____
7.	Cost per item	\$ _____	x 50,000*	=	\$ _____
	HSE Diploma Gold Certificate: New Steel Die Plate				
8.	New steel die plate 2" diameter gold foil seal	\$ _____	x 1*	=	\$ _____
C.	CDE Gold Foil Certificate				
9.	Set-up cost per order			=	\$ _____
10.	Cost per item	\$ _____	x 3,000*	=	\$ _____

	CDE Gold Foil Certificate: New Steel Die Plate				
11.	New steel die plate 1" diameter gold foil seal AND 7" by 1" gold foil text	\$ _____	x 1*	=	\$ _____
D.	Blue Gold Foil Certificate Holder				
	8.75" x 11.25" Holder				
12.	Set-up cost per order			=	\$ _____
13.	Cost per item	\$ _____	x 2,000*	=	\$ _____
	8.75" x 14.25" Holder				
14.	Set-up cost per order			=	\$ _____
15.	Cost per item	\$ _____	x 2,000*	=	\$ _____
	Blue Gold Foil Certificate Holder: New Steel Die Plate				
16.	New steel die plate 3" diameter and 4 die-cut triangles	\$ _____	x 1*	=	\$ _____
E.	CDE Gold Foil Seal				
17.	Set-up cost per order			=	\$ _____
18.	Cost per item	\$ _____	x 3,000*	=	\$ _____
	CDE Gold Foil Seal: New Steel Die Plate				
19.	New steel die plate 2" diameter starburst and emboss plate seal for 2-up	\$ _____	x 1*	=	\$ _____
F.	CA State Gold Foil Seal of Biliteracy				
20.	Set-up cost per order			=	\$ _____
21.	Cost per item	\$ _____	x 125,000*	=	\$ _____
	CA State Gold Foil Seal of Biliteracy: New Steel Die Plate				
22.	New steel die plate for die-cut 1.25" starburst and emboss plate for 10-up	\$ _____	x 1*	=	\$ _____
G.	CA State Gold Foil Seal of Civic Engagement				
23.	Set-up cost per order			=	\$ _____
24.	Cost per item	\$ _____	x 5,000*	=	\$ _____
	CA State Gold Foil Seal of Civic Engagement: New Steel Die Plate				
25.	New steel die plate 1.25" diameter starburst and emboss plate seal for 10-up	\$ _____	x 1*	=	\$ _____
H.	Golden State Gold Foil Seal Merit Diploma: Gold Foil Seal				
26.	Set-up cost per order			=	\$ _____

27.	Cost per item	\$ _____	x 125,000*	=	\$ _____
Golden State Gold Foil Seal Merit Diploma: Black/White Seal					
28.	Set-up cost per order				= \$ _____
29.	Cost per item	\$ _____	x 125,000*	=	\$ _____
Golden State Gold Foil Seal Merit Diploma: New Steel Die Plate					
30.	New steel die plate for die-cut 1.25" starburst and emboss plate for 10-up	\$ _____	x 1*	=	\$ _____
GRAND TOTAL (Add lines 1-30)					\$ _____

*All quantities on this bid form are for bidding purposes only. Quantities are based on historical quantities ordered, but are not guaranteed to the Contractor. CDE reserves the right to order items on an as-needed basis, in accordance with Exhibit A, Scope of Work, at the set-up costs per order and cost per item as specified herein.

**Costs for each item must be inclusive of all labor, material, pick-up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, software, subcontracted costs, taxes, permits, licenses, insurance any other overhead expenses necessary to perform all the work required for specialty printing services.

**This bid form must be completed in its entirety.
An unsigned bid form may result in disqualification.**

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Printed Name/Title: _____

Federal ID #: _____

**Questions regarding completion of this form should be brought to the attention of:
Alexis Boyd, by email at aboyd@cde.ca.gov, or by phone at (916) 319-0525.**

EXHIBIT B.2 – CONTRACTOR’S BID FORM

IFB CN250025 – Specialty Printing Services

Contract Period: July 1, 2026 through June 30, 2027

The undersigned Contractor hereby proposes to furnish all labor, material, pick-up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, software, subcontracted costs, taxes, permits, licenses, insurance and/or any other overhead expenses necessary to perform all the work required for specialty printing services in accordance with the terms and conditions contained herein. Charges for the Contractor’s operating and overhead expenses incurred in the performance hereof must be included as part of the bidder’s following rates. Services will be utilized on an as-needed basis. For full item descriptions, please see Exhibit A, Scope of Work. The set-up charge and cost per item shall be binding for each order issued through the contract period, regardless of the quantities specified in the printing order. The quantities given below are for bidding purposes only.

	ITEM DESCRIPTION				TOTAL**
A.	Gold Foil Stationery: Monarch Letterhead				
1.	Set-up cost per order			=	\$ _____
2.	Cost per item	\$ _____	x 1,000*	=	\$ _____
	Gold Foil Stationery: Monarch Envelope				
3.	Set-up cost per order			=	\$ _____
4.	Cost per item	\$ _____	x 1,000*	=	\$ _____
	Gold Foil Stationery: New Steel Die Plate				
5.	New steel die plate 1" diameter gold foil seal for both the letterhead and envelope	\$ _____	x 1*	=	\$ _____
B.	HSE Diploma Gold Certificate				
6.	Set-up cost per order			=	\$ _____
7.	Cost per item	\$ _____	x 50,000*	=	\$ _____
	HSE Diploma Gold Certificate: New Steel Die Plate				
8.	New steel die plate 2" diameter gold foil seal	\$ _____	x 1*	=	\$ _____
C.	CDE Gold Foil Certificate				
9.	Set-up cost per order			=	\$ _____
10.	Cost per item	\$ _____	x 3,000*	=	\$ _____

	CDE Gold Foil Certificate: New Steel Die Plate				
11.	New steel die plate 1" diameter gold foil seal AND 7" by 1" gold foil text	\$ _____	x 1*	=	\$ _____
D.	Blue Gold Foil Certificate Holder				
	8.75" x 11.25" Holder				
12.	Set-up cost per order			=	\$ _____
13.	Cost per item	\$ _____	x 2,000*	=	\$ _____
	8.75" x 14.25" Holder				
14.	Set-up cost per order			=	\$ _____
15.	Cost per item	\$ _____	x 2,000*	=	\$ _____
	Blue Gold Foil Certificate Holder: New Steel Die Plate				
16.	New steel die plate 3" diameter and 4 die-cut triangles	\$ _____	x 1*	=	\$ _____
E.	CDE Gold Foil Seal				
17.	Set-up cost per order			=	\$ _____
18.	Cost per item	\$ _____	x 3,000*	=	\$ _____
	CDE Gold Foil Seal: New Steel Die Plate				
19.	New steel die plate 2" diameter starburst and emboss plate seal for 2-up	\$ _____	x 1*	=	\$ _____
F.	CA State Gold Foil Seal of Biliteracy				
20.	Set-up cost per order			=	\$ _____
21.	Cost per item	\$ _____	x 125,000*	=	\$ _____
	CA State Gold Foil Seal of Biliteracy: New Steel Die Plate				
22.	New steel die plate for die-cut 1.25" starburst and emboss plate for 10-up	\$ _____	x 1*	=	\$ _____
G.	CA State Gold Foil Seal of Civic Engagement				
23.	Set-up cost per order			=	\$ _____
24.	Cost per item	\$ _____	x 5,000*	=	\$ _____
	CA State Gold Foil Seal of Civic Engagement: New Steel Die Plate				
25.	New steel die plate 1.25" diameter starburst and emboss plate seal for 10-up	\$ _____	x 1*	=	\$ _____
H.	Golden State Gold Foil Seal Merit Diploma: Gold Foil Seal				
26.	Set-up cost per order			=	\$ _____

27.	Cost per item	\$ _____	x 125,000*	=	\$ _____
Golden State Gold Foil Seal Merit Diploma: Black/White Seal					
28.	Set-up cost per order				= \$ _____
29.	Cost per item	\$ _____	x 125,000*	=	\$ _____
Golden State Gold Foil Seal Merit Diploma: New Steel Die Plate					
30.	New steel die plate for die-cut 1.25" starburst and emboss plate for 10-up	\$ _____	x 1*	=	\$ _____

*All quantities on this bid form are for bidding purposes only. Quantities are based on historical quantities ordered, but are not guaranteed to the Contractor. CDE reserves the right to order items on an as-needed basis, in accordance with Exhibit A, Scope of Work, at the set-up costs per order and cost per item as specified herein.

**Costs for each item must be inclusive of all labor, material, pick-up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, software, subcontracted costs, taxes, permits, licenses, insurance any other overhead expenses necessary to perform all the work required for specialty printing services.

**This bid form must be completed in its entirety.
An unsigned bid form may result in disqualification.**

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Printed Name/Title: _____

Federal ID #: _____

**Questions regarding completion of this form should be brought to the attention of:
Alexis Boyd, by email at aboyd@cde.ca.gov, or by phone at (916) 319-0525.**

EXHIBIT B.3 – CONTRACTOR’S BID FORM

IFB CN250025 – Specialty Printing Services

Contract Period: July 1, 2027 through June 30, 2028

The undersigned Contractor hereby proposes to furnish all labor, material, pick-up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, software, subcontracted costs, taxes, permits, licenses, insurance and/or any other overhead expenses necessary to perform all the work required for specialty printing services in accordance with the terms and conditions contained herein. Charges for the Contractor’s operating and overhead expenses incurred in the performance hereof must be included as part of the bidder’s following rates. Services will be utilized on an as-needed basis. For full item descriptions, please see Exhibit A, Scope of Work. The set-up charge and cost per item shall be binding for each order issued through the contract period, regardless of the quantities specified in the printing order. The quantities given below are for bidding purposes only.

	ITEM DESCRIPTION				TOTAL**
A.	Gold Foil Stationery: Monarch Letterhead				
1.	Set-up cost per order		=	\$ _____	
2.	Cost per item	\$ _____	x 1,000*	=	\$ _____
	Gold Foil Stationery: Monarch Envelope				
3.	Set-up cost per order		=	\$ _____	
4.	Cost per item	\$ _____	x 1,000*	=	\$ _____
	Gold Foil Stationery: New Steel Die Plate				
5.	New steel die plate 1" diameter gold foil seal for both the letterhead and envelope	\$ _____	x 1*	=	\$ _____
B.	HSE Diploma Gold Certificate				
6.	Set-up cost per order		=	\$ _____	
7.	Cost per item	\$ _____	x 50,000*	=	\$ _____
	HSE Diploma Gold Certificate: New Steel Die Plate				
8.	New steel die plate 2" diameter gold foil seal	\$ _____	x 1*	=	\$ _____
C.	CDE Gold Foil Certificate				
9.	Set-up cost per order		=	\$ _____	
10.	Cost per item	\$ _____	x 3,000*	=	\$ _____

	CDE Gold Foil Certificate: New Steel Die Plate				
11.	New steel die plate 1" diameter gold foil seal AND 7" by 1" gold foil text	\$ _____	x 1*	=	\$ _____
D.	Blue Gold Foil Certificate Holder				
	8.75" x 11.25" Holder				
12.	Set-up cost per order			=	\$ _____
13.	Cost per item	\$ _____	x 2,000*	=	\$ _____
	8.75" x 14.25" Holder				
14.	Set-up cost per order			=	\$ _____
15.	Cost per item	\$ _____	x 2,000*	=	\$ _____
	Blue Gold Foil Certificate Holder: New Steel Die Plate				
16.	New steel die plate 3" diameter and 4 die-cut triangles	\$ _____	x 1*	=	\$ _____
E.	CDE Gold Foil Seal				
17.	Set-up cost per order			=	\$ _____
18.	Cost per item	\$ _____	x 3,000*	=	\$ _____
	CDE Gold Foil Seal: New Steel Die Plate				
19.	New steel die plate 2" diameter starburst and emboss plate seal for 2-up	\$ _____	x 1*	=	\$ _____
F.	CA State Gold Foil Seal of Biliteracy				
20.	Set-up cost per order			=	\$ _____
21.	Cost per item	\$ _____	x 125,000*	=	\$ _____
	CA State Gold Foil Seal of Biliteracy: New Steel Die Plate				
22.	New steel die plate for die-cut 1.25" starburst and emboss plate for 10-up	\$ _____	x 1*	=	\$ _____
G.	CA State Gold Foil Seal of Civic Engagement				
23.	Set-up cost per order			=	\$ _____
24.	Cost per item	\$ _____	x 5,000*	=	\$ _____
	CA State Gold Foil Seal of Civic Engagement: New Steel Die Plate				
25.	New steel die plate 1.25" diameter starburst and emboss plate seal for 10-up	\$ _____	x 1*	=	\$ _____
H.	Golden State Gold Foil Seal Merit Diploma: Gold Foil Seal				
26.	Set-up cost per order			=	\$ _____

27.	Cost per item	\$ _____	x 125,000*	=	\$ _____
Golden State Gold Foil Seal Merit Diploma: Black/White Seal					
28.	Set-up cost per order				= \$ _____
29.	Cost per item	\$ _____	x 125,000*	=	\$ _____
Golden State Gold Foil Seal Merit Diploma: New Steel Die Plate					
30.	New steel die plate for die-cut 1.25" starburst and emboss plate for 10-up	\$ _____	x 1*	=	\$ _____

*All quantities on this bid form are for bidding purposes only. Quantities are based on historical quantities ordered, but are not guaranteed to the Contractor. CDE reserves the right to order items on an as-needed basis, in accordance with Exhibit A, Scope of Work, at the set-up costs per order and cost per item as specified herein.

**Costs for each item must be inclusive of all labor, material, pick-up, shipping and delivery, travel, transportation, fuel, parking, equipment, equipment rental, software, subcontracted costs, taxes, permits, licenses, insurance any other overhead expenses necessary to perform all the work required for specialty printing services.

**This bid form must be completed in its entirety.
An unsigned bid form may result in disqualification.**

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Printed Name/Title: _____

Federal ID #: _____

**Questions regarding completion of this form should be brought to the attention of:
Alexis Boyd, by email at aboyd@cde.ca.gov, or by phone at (916) 319-0525.**

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025 will be incorporated by reference and made part of this Agreement. The GTC 02/2025 document can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Standard-Contract-Language>.

EXHIBIT D – SPECIAL TERMS & CONDITIONS

I. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

II. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS; EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. 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 rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

III. RESOLUTION OF DISPUTES

If the Contractor disputes any action by the project monitor arising under or out of the performance of this contract, the Contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the Contractor’s notice. If the Contractor disagrees with the project monitor’s claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent’s designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

IV. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

V. ICT ACCESSIBILITY REQUIREMENTS (05/2018)

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 7405 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education's (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

VI. PROHIBITION OF DISCRIMINATION

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

VII. HEALTH AND SAFETY

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E – ADDITIONAL PROVISIONS

I. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

By signing this agreement, the 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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

II. CERTIFICATE OF INSURANCE REQUIREMENTS:

A. Commercial General Liability:

Contractor shall furnish to the CDE, a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California, stating liability insurance is presently in effect for the Contractor of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability combined.

B. Automobile Liability:

Contractor shall furnish to the CDE, a Certificate of Insurance, issued by an insurance carrier licensed to write automobile liability insurance in the State of California, stating liability is presently in effect for the Contractor, of not less than one million dollars (\$1,000,000.00) combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

C. Certificate of Insurance Requirements:

Each Certificate(s) of Insurance must provide the following additional insured language:

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

Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.

Contractor agrees that the insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the Contractor agrees to provide a new Certificate of insurance to:

California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814
Attention: Contracts Office – CN250025
Email: CONTRACTSOFFICE@cde.ca.gov

Evidencing coverage as established herein for not less than the number of working days or remainder of the term of the contract, or of a period of not less than one year.

New Certificates of Insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, if required. The Contractor agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, the state and/or the CDE, may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

III. WORKERS' COMPENSATION

Contractor shall furnish to the CDE a Certificate of Insurance, issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California that hereby warrants it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

IV. OWNERSHIP OF MATERIALS AND DATA (Rev. 1/20)

All materials and data developed under the terms of this agreement will become the property of the CDE. The Contractor may not publish, sell, disseminate or otherwise use any materials or data developed under this agreement unless specifically authorized in the statement of work, in a written amendment to this Agreement or in a separate, written agreement containing a licensing provision for such materials or data. The Contractor MUST seek review and approval from the CDE prior to any such publication, sale, dissemination or other use to ensure compliance with the authorizing provisions.

V. AMENDMENTS

The CDE reserves the right to amend the contract under circumstances including but not limited to: 1) to exercise the option to renew, and 2) when additional funds are required for additional items and/or orders. Amendment is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

VI. OPTION TO RENEW

The contract awarded through this IFB would expire on June 30, 2026; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (July 1, 2026 – June 30, 2027) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period July 1, 2026 – June 30, 2027. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2026.

Costs for the second one-year option to renew (July 1, 2027 – June 30, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period July 1, 2027 – June 30, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2027.

VII. CONTRACT REQUIREMENTS RELATED TO DVBE PARTICIPATION COMPLIANCE

A. DVBE Substitution: If awarded the contract, the Contractor must use the DVBE subcontractors and/or supplier(s) in its proposal unless the contractor requested substitution via prior written notice to the CDE and the CDE may consent to the substitution of another person as a subcontractor in any of the following situations:

1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, falls or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime Contractor.
2. When the listed subcontractor becomes bankrupt or insolvent or goes out of business.
3. When the listed subcontractor fails or refuses to perform the subcontract.
4. When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor.
5. When the prime Contractor demonstrates to the CDE that the name of the subcontractor was listed as a result of an inadvertent clerical error.
6. When the listed subcontractor is not licensed pursuant to the Contractor's License Law, if applicable, or any applicable licensing requirement of any regulatory agency of the State of California.
7. When the CDE determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

The request and the State's approval or disapproval is NOT to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State under the default section of the contract.

- B. Reporting: The Contractor must complete and provide an accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) and proof of payment to DVBE(s) upon contract completion with the final invoice. The Contractor must provide any additional report(s) of actual participation by DVBEs (by dollar amount and category) as may be required by the CDE to document compliance.

An amount of \$10,000.00, or full amount of the final invoice if less than \$10,000.00, from the Contractor's final payment will be withheld pending receipt of a complete and accurate STD. 817 and proof of payment to the DVBE(s).

If the Std. 817 form is late or incomplete, the State will allow the Contractor to cure within 30 days to meet the certification requirements.

If the Contractor does not comply by the given deadline, the withheld amount will be permanently deducted.

- C. Compliance Audit: The Contractor must agree that the State or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. The

Contractor must agree to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Contractor must further agree to maintain such records for a period of six years after final payment under the contract.

ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

IFB CN250025 – Specialty Printing Services

Bidder Name: _____

Complete this checklist to confirm all required attachments, pursuant to General Information, [Article XII. Bid Submission Requirements](#), have been included as part of your bid package.

For your bid to be responsive, all required attachments, must be submitted with an original signature. A complete bid or bid package must consist of the items identified below.

REQUIRED ATTACHMENTS:

- A. Attachment 1 Required Attachment Checklist: Use as a cover to confirm all required attachments are included in your bid package
- B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms
- C. Bidder Samples: The bidder must provide samples of previous work that must include one of each of the following types of specialty printing specifications:
 - 1. Gold foil stationary, AND
 - 2. Gold foil seal, AND
 - 3. Embossing, AND
 - 4. Debossing, AND
 - 5. Die Cutting
- D. Insurance Certificates: Commercial General Liability, Automobile Liability, and Workers' Compensation
- E. Contractor Certification Clauses (CCC 04/2017)
- F. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)
- G. Attachment 2: Certification of Workers Compensation Insurance
- H. Attachment 3/3a: Darfur Contracting Act Certification, OR Darfur Contracting Act Supplemental
- I. Attachment 4: California Civil Rights Certification
- J. Attachment 6: Bidder Certification
- K. Attachment 7: Worksite Visit Checklist
- L. Conditional Attachments
 - 1. Subcontracting
 - 2. Small Business Preference
 - 3. DVBE Incentive Option
- M. Additional Set – Include one copy of the required attachments with a photocopy of original signature

ATTACHMENT 2 – CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, the bidder, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Please check one box:

- ☐ I am an employer and I am aware of the provisions of Section 3700 of the Labor Code
- ☐ I am an independent Contractor and have no employees

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 3 – DARFUR CONTRACTING ACT CERTIFICATION

Bidder Name: _____

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

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form. However, if this form is not completed, the Supplemental form must be completed and submitted with your bid or proposal.

OPTION #1 - CERTIFICATION

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

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

Signature: _____

Printed Name/Title: _____

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Signature: _____

Printed Name/Title: _____

**ATTACHMENT 3a – DARFUR CONTRACTING ACT CERTIFICATION
SUPPLEMENTAL**

Bidder Name: _____

I acknowledge that I have read the Darfur Contracting Act Certification form and my company has not, within the previous three years, had any business activities or other operations outside of the United States.

Signature: _____

Printed Name/Title: _____

ATTACHMENT 4 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

- A. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- B. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 5 – SMALL BUSINESS PREFERENCE SHEET

NOTICE TO ALL BIDDERS: Small Business and Non-Small Business Contractors

- A. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by DGS as a small business; and
 2. Has submitted a timely, responsive bid; and
 3. Is determined to be a responsible bidder.
- B. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
 2. Has submitted a timely, responsive bid; and
 3. Is determined to be a responsible bidder; and
 4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business? ☐ YES ☐ NO

Are you a non-SB subcontracting at least 25% to a CA certified SB? ☐ YES ☐ NO

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

A copy of the SB certification letter from OSDS or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application. (Must be certified by Bid Due date to be considered for the SB Preference). Date applied (if not yet certified):

ATTACHMENT 6 - BIDDER CERTIFICATION

IFB CN250025 – Specialty Printing Services

- A. I, the bidder, hereby certify that I have the following expertise, equipment, software, and staffing at my primary worksite, which is located within 75 miles of the CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814.
- B. I, the bidder, hereby certify that the primary worksite is where the work specified in Exhibit A, Scope of Work, will be completed, with the exception of Exhibit A, Scope of Work, Article III. Contractor Specifications, Item M.
- C. I, the bidder, hereby certify that I have at least two PC and Mac workstations, with at least two employees who are proficient in Mac OS 12 (Mac OS Monterey), or the latest version, at my primary worksite.
- D. I, the bidder, hereby certify that I have the Mac version of the following software, including the latest version of Adobe Creative Cloud, at my primary worksite, which includes:
1. Adobe InDesign CC 2024, or latest version, AND
 2. Acrobat Pro DC, or latest version, AND
 3. Adobe Photoshop CC 2024, or latest version, AND
 4. Adobe Illustrator CC 2024, or latest version.
- E. I, the bidder, hereby certify that I have and use Windows 10 Professional, or the latest version, and Microsoft Office 20124, or the latest version at my primary worksite.
- F. I, the bidder, hereby certify that I have and currently work with Pantone Matching System (PMS).
- G. I, the bidder, hereby certify that I have the ability to print in four color process (CMYK) plus spot color using PMS color.
- H. I, the bidder, hereby certify that I have the capability to provide a proof for every order.
- I. I, the bidder, hereby certify that I have the ability to promptly manufacture and provide steel die plate(s) up to 8½" by 11".
- J. I, the bidder, hereby certify that I have the ability to order and supply any specialty paper and materials listed in Exhibit A, Scope of Work, Article VII. Printing Specifications.
- K. I, the bidder, hereby certify that I have the ability to accommodate all orders outlined in Exhibit A, Scope of Work, Article VII. Printing Specifications, and will follow the CDE's directives, including but not limited to:
1. Obtaining specialty paper and materials following the correct specifications.
 2. Using the appropriate colored inks, as specified by the CDE Contract Monitor.
 3. Accommodating any size order specified in Exhibit A, Scope of Work, Article VII. Printing Specifications.
 4. Following any specific packaging instructions, if specified by the CDE Contract Monitor.

L. I, the bidder, hereby certify that I, or my subcontractors, have the ability to perform the following as it pertains to the items listed in Exhibit A, Scope of Work, Article VII. Printing Specifications:

1. Embossing
2. Debossing
3. Gold/silver foil stamping
4. Engraving
5. Die cutting
6. Gluing
7. Scoring
8. Letter pressing

M. I, the bidder, hereby certify that I may subcontract for the services listed in Item L, #1-8, above, but may not subcontract any other portion of the work. All other work must be performed by me at my primary worksite.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 7 - WORKSITE VISIT CHECKLIST

IFB CN250025 - Specialty Printing Services

CDE will use this worksite visit checklist as part of the bid review process, and during the term of the contract, to ensure continued and ongoing compliance with all contract requirements.

Date of Worksite Visit: _____

Business Name: _____

Address (line 1): _____

Address (line 2): _____

CDE Staff Attending Worksite Visit:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

CDE Staff Who Completed This Checklist:

1. _____ (print name) _____ (signature)

2. _____ (print name) _____ (signature)

A. The Bidder/Contractor has the necessary expertise, equipment, software, and staffing at their primary worksite, which is located within 75 miles of the CDE Headquarters, located at 1430 N Street, Sacramento, CA 95814.

Meets requirement: Yes _____ No _____

B. The Bidder/Contractor's primary worksite is where the work specified in Exhibit A, Scope of Work, will be completed, with the exception of Exhibit A, Scope of Work, Article III. Contractor Specifications, Item M.

Meets requirement: Yes _____ No _____

C. The Bidder/Contractor has at least two Mac workstations, with at least two employees who are proficient in Mac OS 12 (Mac OS Monterey), or the latest version, at their primary worksite.

Meets requirement: Yes _____ No _____

D. The Bidder/Contractor has the Mac version of the following software, including the latest version of Adobe Creative Cloud, at their primary worksite, which includes:

1. Adobe InDesign CC 2024, or latest version, AND
2. Acrobat Pro DC, or latest version, AND
3. Adobe Photoshop CC 2024, or latest version, AND
4. Adobe Illustrator CC 2024, or latest version.

Meets requirement: Yes _____ No _____

E. The Bidder/Contractor has and uses Windows 10 Professional, or the latest version, and Microsoft Office 2024, or latest version, at their primary work site.

Meets requirement: Yes _____ No _____

F. The Bidder/Contractor currently works with Pantone Matching System (PMS).

Meets requirement: Yes _____ No _____

G. The Bidder/Contractor has the ability to print in four color process (CMYK) plus spot color using PMS color.

Meets requirement: Yes _____ No _____

H. The Bidder/Contractor has the capability to provide the CDE with a proof for every order.

Meets requirement: Yes _____ No _____

I. The Bidder/Contractor has the ability to promptly manufacture and provide steel die plate(s) up to 8½" by 11".

Meets requirement: Yes _____ No _____

J. The Bidder/Contractor has the ability to order and supply any specialty paper and materials listed in Exhibit A, Scope of Work, Article VII. Printing Specifications.

Meets requirement: Yes _____ No _____

K. The Bidder/Contractor has the ability to accommodate all orders outlined in Exhibit A, Scope of Work, Article VII. Printing Specifications, and will/is following the CDE's directives, including but not limited to:

1. Obtaining specialty paper and materials with correct specifications.
2. Using the appropriate colored inks, as specified by the CDE Contract Monitor.
3. Accommodating for any size order specified in Exhibit A, Scope of Work, Article VII. Printing Specifications.
4. Following any specific packaging instructions, if specified by the CDE Contract Monitor.

Meets requirement: Yes _____ No _____

L. The Bidder/Contractor, or subcontractors, has the ability to perform the following as it pertains to the items listed in Exhibit A, Scope of Work, Article VII. Printing Specifications:

1. Embossing
2. Debossing
3. Gold/silver foil stamping
4. Engraving
5. Die cutting
6. Gluing
7. Scoring
8. Letter pressing

Meets requirement: Yes _____ No _____

M. The Bidder/Contractor may subcontract for the services listed in Item L, #1-8, above, but may not subcontract any other portion of the work. All other work must be performed must be performed by the Bidder/Contractor at the primary worksite.

Meets requirement: Yes _____ No _____

ATTACHMENT 8 – PROTEST PROCEDURES FOR INVITATION FOR BIDS

A. Notification

1. Five working days before making the award, the CDE will notify the lowest bidder by telephone, fax, overnight courier or personal delivery if the contract will be awarded to another bidder.
2. If prior to the award any bidder files a protest against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
3. Within five working days after filing the protest, the protesting bidder shall file with DGS a full and complete written statement specifying the grounds for protest plus the “Invitation for Bid” number, the name of the State agency involved and the agency contract officer.
4. Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax number if they have one.

B. Grounds for Protest

The lowest responsible bidder meeting the specifications was not awarded the contract.

C. Procedures

Procedures for filing protests under this section are:

1. Disposition of Protests – Following receipt of a protest filed as prescribed, DGS shall determine whether the protest is to be resolved by written submission of material or by public hearing. (Title 2, California Code of Regulations, Section 1195, et seq.)
2. Hearing Procedures
 - a. A hearing shall be conducted by DGS, Office of Administrative Hearings for resolution pursuant to the applicable statutes and regulations. (Public Contract Code, Section 10345)
 - b. DGS, Office of Administrative Hearings arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own costs.
 - c. All of the costs of the proceeding will be charged to the CDE.