

Solicitation 09-11749
Message Blaster Service

State of California

Bid 09-11749 Message Blaster Service

Bid Number 09-11749
Bid Title Message Blaster Service

Bid Start Date Jun 29, 2010 3:44:41 PM PDT
Bid End Date Aug 26, 2010 4:00:00 PM PDT
Question & Answer End Date Jul 28, 2010 5:00:00 PM PDT

Bid Contact Andrew Young
916-650-0131
Andrew.Young@cdph.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

Contractor agrees to provide to the California Department of Public Health – Food and Drug Branch (CDPH–FDB) the services described herein. The Contractor will provide a dependable, expandable, and secure message delivery system that can rapidly provide messages such as press releases within minutes through multiple communication media modes (e.g., fax, email, phone, etc.) to thousands of firms and other interested parties throughout California with regards to events such as food, drug, medical device and radiation safety recalls, and emergency outbreak investigations.

Please direct all inquiries regarding this solicitation to:

Kelly Davis, Contract Analyst
CDPH Food and Drug Branch
(916) 324-9219
kelly.davis@cdph.ca.gov



Invitation for Bid 09-11749

Rapid Alert Message Delivery System

California Department of Public Health
Food and Drug Branch
MS Code 7602
P. O. Box 997435
Sacramento, CA 95899

[Do not submit proposals to the above address.]



MARK B HORTON, MD, MSPH
Director

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



ARNOLD SCHWARZENEGGER
Governor

06/29/2010

To Prospective Bidders:

RE: Invitation for Bid (IFB) Number 09-11749, Message Blaster Service

The California Department of Public Health (CDPH) is soliciting responses from prospective Bidders to provide a dependable, expandable, and secure message delivery system that can rapidly provide messages such as press releases within minutes through multiple communication media modes (e.g., fax, email, phone, etc.) to thousands of firms and other interested parties throughout California with regards to events such as food, drug, medical device and radiation safety recalls, and emergency outbreak investigations.. The contract term will be 3 years.

California Law requires Disabled Veteran Business Enterprise (DVBE) participation. CDPH policies require DVBE participation on all contracts exceeding \$10,000. Prospective proposers may need four weeks or more to complete this process; therefore it is advisable to begin this process promptly. Out-of-state firms must comply with California's DVBE participation requirements. With the passage of AB 21, effective June 28, 2009 the Good Faith Effort (GFE) option is no longer available; DVBE participation of 3% or above is mandatory.

Please read all instructions and forms thoroughly to ensure your proposal is in compliance with the requirements of this IFB. Regardless of postmark or method of delivery, the California Department of Public Health's Contract Management Unit must receive bid packages no later than **4:00 p.m.** on 08/26/2010. Refer to the attached IFB for detailed submission requirements.

If a discrepancy occurs between the information in the advertisement appearing in the California State Contracts Register and the information herein, the information in this notice and in the attached IFB shall take precedence.

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

Thank you for your interest in our Department's service needs and we look forward to receiving your proposal.

Sincerely,

Michael Ayala
CDPH Food and Drug Branch
1500 Capitol Ave. MS 7602
Sacramento, CA 95814

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Attachment #	Attachment Name
Attachment 1	Bid Form
Attachment 2	Required Attachment / Certification Checklist
Attachment 3	Business Information Sheet
Attachment 4	Client References
Attachment 5	CCC 307 – Certification
Attachment 6	Payee Data Record Record
Attachment 7	Darfur Contracting Act
Attachment 8	Follow-on Consultant Contract Disclosure
Attachment 9	DVBE Instructions / Forms with Attachment 9a, Actual Participation
Attachment 10	Non-Small Business Subcontractor Preference Instructions with Non-Small Business Subcontractor Preference Request (Attachment 10a) and Small Business Subcontractor/Supplier Acknowledgment (Attachment 10b).
Attachment 11	DVBE Incentive Instructions with DVBE Incentive Request (Attachment 11a) and DVBE Subcontractor/Supplier Acknowledgement (Attachment 11b).

P. Contract Forms / Exhibits

Exhibit #	Exhibit Name
Exhibit A1	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C – View on-line.	General Terms and Conditions (GTC 307). View or download at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm . [Rev. 4-6-06.]
Exhibit D(B)	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit F	Contractor's Release

A. Purpose and Description of Services

The California Department of Public Health, Food and Drug Branch, is soliciting bids from qualified bidders to provide a dependable, expandable, and secure message delivery system that can rapidly provide messages through multiple communication media modes (e.g., fax, email, phone, etc) to subscribers about recalled products and/or alert notices for foods, drugs, and medical devices. Bids must address all of the services described in the Exhibit A entitled, "Scope of Work".

The Food and Drug Branch intends to make a single contract award to the most responsive and responsible firm offering the lowest cost.

B. Time Schedule

Below is the tentative time schedule for this procurement:

Event	Date	Time (If applicable)
IFB Released	06/29/2010	(10 Days posted)
Questions Due	07/28/2010	5:00 p.m.
Bid Due Date	08/26/2010	4:00 p.m.
Bid Opening	08/30/2010	9:00 AM
Notice of Intent to Award Posted	08/31/2010	
Protest Deadline	09/9/2010	5:00 p.m.
Contract Award Date	09/10/2010	
Proposed Start Date of Agreement	09/13/2010	

C. Contract Term

The contract term is expected to be 36 months and is anticipated to be effective 04/22/2010 through 04/22/2013. The agreement term may change if CDPH makes an award earlier than expected or if CDPH cannot execute the agreement in a timely manner due to unforeseen delays. CDPH reserves the right to extend the term of the resulting agreement as necessary to complete or continue the services. Contract extensions are subject to satisfactory performance, funding availability, and possibly approval by the Department of General Services.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

D. Bidder Questions

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

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

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

1. What to include in an inquiry

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

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

2. Question deadline

Submit written questions and inquiries no later than the date and time stated in the section entitled, "Time Schedule."

CDPH will accept questions or inquiries about the following issues up to the bid due date:

- a. DVBE participation requirements,
- b. How to complete DVBE attachments,
- c. The reporting of IFB errors or irregularities.

3. How to submit questions

Submit questions or inquiries using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Questions IFB 09-11749 California Department of Public Health Food and Drug Branch Michael Ayala Mail Station 7602 P.O. Box 997435 Sacramento, CA 95899-7435	Questions IFB 09-11749 California Department of Public Health Food and Drug Branch Michael Ayala Fax: (916) 440-5169

It is the sole responsibility of the bidder to verify receipt of inquiries of all faxed materials by contacting Kelly Davis in the Food and Drug Branch at (916) 324-9219.

Bidder warning

- a. CDPH's internal processing of U.S. mail may add 48 hours or more to the delivery time. If questions are mailed, consider using certified or registered mail and request a receipt upon delivery.
- b. For hand deliveries, allow sufficient time to locate parking and to sign-in at the security desk. If detained at the security desk, ask security personnel to call Kelly Davis at (916) 324-9219 to arrange for question pickup and receipt issuance by program staff.
- c. Courier service personnel must sign-in at the security station and must obtain an access key card. Couriers will then be able to access pre-determined areas. If detained at the security desk, ask security personnel to call Kelly Davis at (916) 324-9219 to collect the question envelope and to issue a receipt.

4. Verbal questions

CDPH reserves the right not to accept or respond to verbal questions and inquiries.

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

Direct all verbal requests for DVBE assistance to CDPH's DVBE Advocate at (916) 650-0228] up to the bid due date.

E. Pre-Bid Conference

CDPH will not hold a Pre-Bid Conference for this procurement.

F. Reasonable Accommodations

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

Kelly Davis, Contract Analyst
Food and Drug Branch
Program telephone number (916) 324-9219
(TTY) - California Relay telephone number 711-1-800-735-2929

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

G. Scope of Work

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

H. Qualification Requirements

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

1. At least three consecutive years of experience of the type(s) listed below. All experience must have occurred within the past five years. It is possible to attain the experience types listed below during the same time period. Bidders must have experience in:
 - a. Utilizing a message delivery system using a variety of media options including telephone, mobile phone, email, fax, pager, and Wide Area Protocol (WAP).
 - b. Provide a minimum delivery volume of 1,000 telephone calls per minute and 3,000 emails and 200 voice and text messages to thousands of subscribers throughout California within a maximum of five minutes of notification from the CDPH-FDB.
2. Bidders must certify their willingness to comply with all terms and conditions addressed in IFB section entitled, "Contract Terms and Conditions", including those terms in the referenced exhibits.
3. Corporations must certify they are in good standing and qualified to conduct business in California.
4. Non-profit organizations must certify they are eligible to claim nonprofit status.
5. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.
6. Bidders must certify their bid response is not in violation of the requirements of the Darfur Contracting Act of 2008, Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272. Detailed requirements are outlined in **Attachment 7**.
7. Bidders must certify their bid response is not in violation of Public Contract Code Section 10365.5 and, if applicable, must identify previous consultant services contracts that are related in any manner to the services, goods, or supplies being acquired in this solicitation. Detailed requirements are outlined in **Attachment 8**.
8. Bidders must meet Disabled Veteran Business Enterprise (DVBE) participation goals. Detailed requirements are outlined in **Attachment 9** (DVBE Instructions/Forms). This requirement applies to each bidder offering a total cost or price that is \$10,000 or more.

I. Bid Format and Content Requirements

1. General instructions

- a. Each individual or firm may submit only one bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one bid, CDPH will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.
- d. Arrange for timely delivery of the bid package to the specified address. Do not wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

- a. Submit one (1) original bid package and (2) copies or sets.
 - 1) Write "Original" on the original bid package. Place the originally signed attachments/forms in the set marked "Original". Any IFB attachment and/or forms requiring a signature must be signed in ink (preferably in a color other than black) by a person authorized to bind the proposing firm. Signature stamps are not acceptable.
 - 2) Each bid set must be complete with a copy of all required attachments and documentation. The forms appearing in the extra bid sets may reflect photocopied signatures.
- b. Bind each IFB set with a single staple in the upper left-hand corner.

3. Bid content requirements

Complete and assemble the following items. When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. Unless, otherwise indicated, do not submit supplemental information or other materials that CDPH has not requested. After completing and signing the applicable attachments, assemble all items in the order shown below and place in a **sealed** envelope.

4. Required attachments / documentation

Attachment/Documentation	Instructions
1 - Bid Form	Complete this form entirely. Do not submit supplemental cost or rate sheets. Please initial, in ink, any corrections or changes to the dollar amounts entered on the Bid Form.

Attachment/Documentation	Instructions
2 - Required Attachment / Certification Checklist	1) Check each item with "Yes" or "N/A", as applicable, and sign the form. If necessary, explain the choices. 2) If a bidder marks "Yes" or "N/A" and makes any notation on the checklist and/or attaches an explanation to the checklist to clarify their choice, CDPH considers this a "qualified response". Any "qualified response", determined by CDPH to be unsatisfactory or insufficient to meet a requirement, may cause a bid to be deemed nonresponsive.
3 - Business Information Sheet	Completion of the form is self-explanatory.
4 - Client References	Identify three (3) clients serviced within the past five years that can confirm their satisfaction with the Bidder's services. If possible, identify clients whose needs were similar in scope and nature to the services sought in this IFB. List the most recent first.
5 - CCC 610 Certification	Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses (CCC) appearing in this exhibit. The attachment supplied in this bid represents only a portion of the contractor information in this document. Visit this web site to view the entire document: http://www.ols.dgs.ca.gov/Standard+Language/default.htm.
6 - Payee Data Record	Complete and sign this form.
7 - Darfur Contracting Act	Complete and sign this form.
8 - Follow-on Consultant Contract Disclosure	Complete and sign this form.
9a - Actual DVBE Participation and applicable DVBE certification(s)	Read and carefully follow the completion instructions in Attachment 9. Attach the documentation that is required for the form(s) that is submitted. One and/or both of these two forms are required. Submission of one or both of these forms applies to every contract award that totals \$10,000 or more
10a - Non-Small Business Subcontractor Preference Request and 10b - Small Business Subcontractor/Supplier Acknowledgement	Submission of these forms is optional. Read and carefully follow the completion instructions in Attachments 10, 10a, and 10b. Complete and return Attachments 10a and 10b <u>only</u> if the bidding firm is a not a certified small business but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.

Attachment/Documentation	Instructions
11a-DVBE Incentive Request 11b- DVBE Subcontractor / Supplier Acknowledgment	Submission of these forms is optional. Read and carefully follow the completion instructions in Attachments 11a, and 11b. Complete and return Attachments 11a and 11b <u>only</u> if the bidding firm is requesting a DVBE incentive by committing to use one or more California certified DVBE for the percentage indicated in the bid document for the total bid price.
Business License	If the Bidder is a California business, submit a copy of a current business license issued by the governmental jurisdiction, in which the business is located, unless no such license is required. Submit an explanation if this documentation cannot be supplied or there is reason to believe no license is required.
Proof of Corporation status	If the Bidder is a corporation, either submit a copy of the bidding firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State <u>or</u> submit a downloaded copy of the bidding firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Submit an explanation if this documentation cannot be supplied.
Proof of Non-profit status	If the Bidder is a non-profit organizations, submit a copy of a current IRS determination letter indicating nonprofit or 501(3)(c) tax exempt status. Submit an explanation if this documentation cannot be supplied.

J. Submission of Bids

1. Submission instructions

- a. Assemble an original and two (2) copies of the bid package together. Place the "original" on top, followed by the two (2) copies.
- b. Place all copies in a single envelope or package. Seal the envelope.
- c. Mail or hand deliver bid package to the California Department of Public Health's Contract Management Unit (CMU). Bids may not be transmitted electronically by fax or email.
- d. The Contract Management Unit must receive the bid package, regardless of postmark or method of delivery, by the date and time stated in the section entitled, "Time Schedule." CDPH will not publicly open or read late bids.
- e. Label and submit the bid package using one of the following methods.

Hand Delivery or Overnight Express:	U. S. Mail:
IFB 09-11749 (Do Not Open) California Department of Public Health Contract Management Unit Mail Station 1802 1501 Capitol Avenue, Suite 71.5178 Sacramento, CA 95814	IFB 09-11749 (Do Not Open) California Department of Public Health Contract Management Unit Mail Station 1802 P.O. Box 997377 Sacramento, CA 95899-7377

f. **Bidder warning**

- 1) CDPH's internal processing of U.S. mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.
- 2) For hand deliveries, allow sufficient time to locate parking and to sign-in at the security desk. If detained at the security desk, ask security personnel to call the CDPH Contract Management Unit at 650-0100 to arrange for bid package pickup and receipt issuance by CMU staff. Bidders are warned not to surrender their bids in the care of a person other than CDPH Contract Management Unit staff.
- 3) Couriers must sign-in at the security station and must obtain an access key card. Couriers will then be able to access pre-determined areas. If detained at the security desk, ask security personnel to call CDPH's Contract Management Unit at 650-0100 to obtain a Contract Management Unit staff member to collect the bids and to issue a bid receipt. Couriers are warned not to surrender bids in the care of a person other than CDPH Contract Management Unit staff.

2. Proof of timely receipt

- a. CDPH staff will log and attach a date/time stamped slip or bid receipt to each bid package/envelope received. If a bid package is hand delivered, CDPH staff will give a bid receipt to the hand carrier upon request.
- b. CDPH's Contract Management Unit must receive bid packages at the stated place of delivery no later than 4:00 p.m. on the bid due date. Neither delivery to the department's mailroom, to the program that issued this IFB, or the presence of a U.S. postmark will serve as proof of timely delivery.
- c. CDPH will deem late bid packages nonresponsive.

3. Bidder costs

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

K. Bid Opening

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

California Department of Public Health
Food and Drug Branch
1500 Capitol Avenue, Suite 72.436
Sacramento, CA 95814

L. Bid Requirements and Information

1. Nonresponsive bids

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

- a. Failure of a bidder to:
 - 1) Meet DVBE participation goals.
 - 2) Meet bid format/content or submission requirements including, but not limited to, the sealing, labeling, and/or timely and proper delivery of bid packages.
 - 3) Pass the Required Attachment/Certification Checklist review by not marking "Yes" for each item listed or by not appropriately justifying, to CDPH's satisfaction, all "N/A" designations.
- b. If a bidder submits:
 - 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind.
 - 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
 - 3) False, inaccurate or misleading information or falsely certifies compliance on any bid attachment.
- c. If CDPH discovers, at any stage of the bid process or upon contract award, that a bidder is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this IFB and/or the resulting contract.
- d. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the Bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.).

2. Bid modifications after submission

- a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the Bidder may resubmit a new bid package.
- b. To withdraw and/or resubmit a new bid package, follow the instructions appearing in the IFB section entitled, "Withdrawal and/or resubmission of bids".

3. Bid mistakes

If prior to contract award, award confirmation, or contract signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify CDPH and

submit a written request to withdraw its bid following the procedures set forth in Section L, Paragraph 4b.

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A Bidder may withdraw his/her bid any time prior to the bid due date.

b. Submitting a withdrawal request

- 1) Submit a written withdrawal request, signed by an authorized representative of the Bidder.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail	Hand Delivery	Fax
Withdrawal IFB 09-11749 California Department of Public Health Contract Management Unit Mail Station 1802 P.O. Box 997377 Sacramento, CA 95899-7377	Withdrawal IFB 09-11749 California Department of Public Health Contract Management Unit Mail Station 1802 1501 Capitol Avenue, Suite 71.5178 Sacramento, CA 95899-7377	Withdrawal IFB 09-11749 California Department of Public Health Contract Management Unit Fax (916) 650-0110

- 3) **[For faxed requests]** Bidders must call CDPH's Contract Management Unit at (916) 650-0100 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

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

c. Resubmitting a bid package

After withdrawing a bid package, Bidders may resubmit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time.

5. Evaluation and selection

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

a. Bid opening/reading

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

b. Bid package review

- 1) Shortly after the bid opening and reading, one or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
 - 2) If deemed necessary by CDPH, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all bid requirements.
 - 3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, the bid will be deemed nonresponsive and rejected from further consideration.
- c. If applicable, CDPH will adjust bid amounts for any claimed preference following confirmation of eligibility with the Department of General Services.
- d. CDPH will post a Notice of Intent to Award on date stated in Time Schedule.

6. Contract award and protests

a. Contract award

- 1) Award of the contract, if awarded, will be to the responsive and responsible Bidder that offers the lowest cost. The lowest cost will be determined after CDPH adjusts Bidder costs for applicable preferences/incentives.
- 2) CDPH shall award the contract only after CDPH posts a Notice of Intent to Award for five (5) working days. CDPH expects to post the Notice of Intent to Award before the close of business on the date stated in the section entitled, "Time Schedule" in a Contract Award Notices Binder which will be available for viewing by the public during normal working hours, at the following location:
California Department of Public Health
1501 Capitol Avenue, First Floor Guard Station
Sacramento, CA 95814
- 3) CDPH will mail, email, or fax a written notification and/or a copy of the Notice of Intent to Award to all firms that submitted a bid.
- 4) CDPH will confirm the contract award to the winning bidder after the protest deadline, if no protests are filed or following the Department of General Service's resolution of all protests. CDPH staff may confirm an award verbally, via email, or in writing.

b. Settlement of tie bids

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

microbusiness, the contract will be awarded to the certified small business or microbusiness.

- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the certified DVBE.
- 4) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted the DVBE subcontractor incentive and the lowest responsive bid submitted by a certified small business or microbusiness, the contract will be awarded to the certified small business or microbusiness.
- 5) In the absence of a California law or regulation governing a specific tie, CDPH will settle all other tie bids in a manner CDPH determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CDPH settle a tie by dividing the work among the tied Bidders.

c. Protests

1) Who can protest

Any bidder who submits a bid may file a protest if the bidder believes its bid package is responsive to all IFB requirements and its bid is the lowest dollar bid.

2) Grounds for protests

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

3) Protest time lines

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

4) Submitting a protest

A protest may be hand delivered, mailed, or faxed to the appropriate agencies. Label, address, and submit an initial protest notice and/or a detailed protest statement using one of the following methods.

Hand Delivery, Mail or Overnight Express:	Fax:
Protest to CDPH IFB 09-11749 California Department of Public Health Contract Management Unit Mail Station 1802 1501 Capitol Avenue, Suite 71.5178 P.O. Box 997377 Sacramento, CA 95899-7377	Protest to CDPH IFB 09-11749 California Department of Public Health Contract Management Unit Fax (916) 650-0110
Protest to CDPH IFB 09-11749 Dept. of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 P.O. Box 989052 West Sacramento, CA 95798-9052	Protest to CDPH IFB 09-11749 Dept. of General Services Office of Legal Services Fax: (916) 376-5088

For faxed protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within seven (7) calendar days of submitting the faxed protest.

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

Department of General Services	(916) 376-5080
California Department of Public Health	(916) 650-0100

7. Disposition of bids

- All materials submitted in response to this IFB will become the property of the California Department of Public Health and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). CDPH will disregard any language purporting to render all or portions of any bid package confidential.
- Upon posting of a Notice of Intent to Award, all documents submitted in response to this IFB and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be subject to review by the public. However, bid contents, bidder correspondence, selection working papers, or any other medium shall be held in the strictest confidence until the Notice of Intent to Award is posted.
- CDPH may return a non-winning bid package to the bidder at their request and expense after CDPH concludes the bid process.

8. Inspecting or obtaining copies of Bids

a. Who can inspect or copy bid materials

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

b. What can be inspected/copied and when

- 1) On or after CDPH posts the Notice of Intent to Award, all bids, Bidders list, conference sign-in/attendance sheet, checklists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must make an inspection appointment by contacting **Kelly Davis** at **(916) 324-9219**.

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

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

Request for Copies - IFB 09-11749

Kelly Davis
California Department of Public Health
Food and Drug Branch

Mail Station MS7602
1500 Capitol Avenue, Suite 72.436
Post Office Box 997435=
Sacramento, CA 95899-7435

9. Verification of Bidder information

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

- a. Verify any and all claims made by the Bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a bidder or other resources known by the State to confirm the Bidder's business integrity and history of providing effective, efficient and timely services.

10. CDPH rights

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

a. IFB corrections

- 1) CDPH reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.

- b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all bidders if CDPH deems said requirement or instruction unnecessary, erroneous or unreasonable. If deemed necessary, CDPH may also waive any IFB requirement or instruction after the bid submission deadline.
 - d) Allow Bidders to submit questions about any IFB change, correction or addenda. If CDPH allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If deemed necessary by CDPH to remedy an IFB error or defect that is not detected in a timely manner, CDPH may also issue correction notices or waive any unnecessary, erroneous, or unreasonable IFB requirement or instruction after the bid submission deadline.
 - 3) If applicable, CDPH will mail, email, or fax written clarification notices or addenda to all persons/firms receiving this IFB.

Exceptions may occur, when CDPH decides, just before or on the bid due date, to extend the submission deadline. If this occurs, CDPH may notify potential bidders of the extension by fax, email, or by telephone. CDPH will follow-up any verbal notice in writing by fax or mail.

b. Collecting information from Bidders

- 1) If deemed necessary, CDPH may request a bidder to submit additional documentation following the bid opening and/or evaluation. CDPH will advise the Bidders orally, via email, or in writing of the documentation that is required and the time line for submitting the documentation. CDPH will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause CDPH to deem a bid nonresponsive.
- 2) CDPH, at its sole discretion, reserves the right to collect, by mail, email, fax or other method, the following omitted and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a bidder.
 - d) Information/material or form needed to correct or remedy an immaterial defect in a bid package.
- 3) The collection of bidder documentation may cause CDPH to extend the date for posting the Notice of Intent to Award. If CDPH changes the posting date, CDPH will advise the Bidders, orally, via e-mail, or in writing, of the alternate posting date.

c. Immaterial bid defects

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

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

d. Correction of clerical or mathematical errors

- 1) CDPH reserves the right, at its sole discretion, to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, CDPH shall give the Bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, CDPH will use the unit price to settle the discrepancy.

e. Right to remedy errors

CDPH reserves the right to remedy errors caused by:

- 1) CDPH office equipment malfunctions or negligence by agency staff
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No contract award or IFB cancellation

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

g. Contract amendments after award

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

M. Preference Programs

To confirm the identity of the lowest responsive Bidder, CDPH will adjust the total bid cost for applicable claimed preference(s). CDPH will apply preference adjustments to eligible Bidders according to State regulations following verification of eligibility with the appropriate office of the Department of General Services (DGS).

1. Small/Micro Business Preference

- a. A responsive California small/micro business or bidder, certified in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid, if that bid is submitted by a non-small/micro business. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or microbusiness. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in provision 3 of this section (Preference Programs).
- b. In granting small/micro business preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concern must meet the State's eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.
- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from the appropriate office of the Department of General Services, fully complete the application, and submit it to the Department of General Services as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
 - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus/default.htm> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: osdchelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference

- a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or microbusiness.
- b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.2 and Government Code Section 14835.
- c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General services, must perform a "commercially useful function" under the contract and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- f. Complete **Attachment 10a (Non-Small Business Subcontractor Preference Request)** and **Attachment 10b (Small Business Subcontractor/Supplier Acknowledgement)** to request the non-small business subcontractor preference.
- g. Refer to the IFB section entitled, "Settlement of tie bids" to learn how tie bids will be resolved.

3. Nonprofit Veteran Service Agency (NVSA) Small business Preference

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/microbusiness. The "service" category is the business type that will most likely apply to this procurement.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the Bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services (DGS) prior to the bid submission due date.
- d. Refer to the IFB section entitled, "Settlement of tie bids" to learn how tie bids will be resolved.

4. DVBE Bid Incentive

In accordance with Section 999.5(a) of the Military and Veterans code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, CDPH shall apply an incentive to bids that propose California-Certified DVBE participation as identified on page 5 of **Attachment 9a**, CDPH 2349, Actual DVBE Participation form, and confirmed by CDPH. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere with this solicitation, the following percentages will apply for awards based on low price.

CONFIRMED DVBE PARTICIPATION OF:	DVBE INCENTIVE:
3% and above	5%
2% to 2.99%	3%
1% to 1.99%	1%

- a. The net bid price of responsible bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsible net bid price. If the number 1 ranked responsive, responsible bidder is a California-certified small business, the only bidders eligible for the incentive will be California-certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the number 1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed 5% or \$100,000, whichever is less.

5. Combined preferences/incentives

The maximum preference or cost reduction any bidder may be granted for small business, non-small business subcontracting, DVBE Incentive, TACPA and EZA preference combined is \$100,000.

Any firm that is granted any combination of non-small business subcontracting preference, DVBE Incentive, EZA and/or TACPA preference cannot displace an award to a certified small business.

N. Contract Terms and Conditions

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

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

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

1. Sample contract forms / exhibits

Exhibit Label	Exhibit Name
a. Exhibit A1	Standard Agreement
b. Exhibit A	Scope of Work
c. Exhibit B	Budget Detail and Payment Provisions

Exhibit Label	Exhibit Name
d. Exhibit C – view on-line.	General Terms and Conditions (GTC 307). View or download at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
e. Exhibit D(B)	Special Terms and Conditions
f. Exhibit E	Additional Provisions
g. Exhibit F	Contractor's Release (1 Page)

2. Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in CDPH's opinion is necessary to successfully accomplish the scope of work, CDPH will initiate a contract amendment to add that work. Unless otherwise indicated, all terms and conditions appearing in the resulting contract and the salary, wage, unit rates and/or other expenses appearing on the Bidder's Bid Form will apply to any additional work.

3. Resolution of differences between IFB and contract language

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

4. Loss Leaders

Request for proposal for a Contract for services that involves the furnishing of equipment, materials, or surplus must comply with the loss leader requirements.

- 1) It is unlawful for any person engages in business within this state to sell or use any article of product as a "Loss Leader" as defined in section 17030 of the Business and Professional Code.

Contract Exhibits

REGISTRATION NUMBER

AGREEMENT NUMBER

09-11749

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

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

2. The term of this Agreement is: through
3. The maximum amount \$ of this Agreement is:
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (B) – Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – IPS Requirements for Non-HIPPA/HITECH act contracts	10 Pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

**California Department of
General Services Use Only**

☐ Exempt per:

Rapid Alert Message Delivery System
09-11749

**Exhibit A
Scope of Work**

1. Service Overview

Contractor agrees to provide to the California Department of Public Health – Food and Drug Branch (CDPH–FDB) the services described herein. The Contractor will provide a dependable, expandable, and secure message delivery system that can rapidly provide messages such as press releases within minutes through multiple communication media modes (e.g., fax, email, phone, etc.) to thousands of firms and other interested parties throughout California with regards to events such as food, drug, medical device and radiation safety recalls, and emergency outbreak investigations.

2. Service Location

The services shall be performed at applicable facilities accessible to the Contractor.

3. Service Hours

This service will occur as necessary and may occur 7 days a week, 365 days per year with telephone-based customer support services available during the Contractor's normal schedules working hours when required.

4. Project Representatives

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

California Department of Public Health	Contractor Name [TBD]
Kelly Davis	Name of Contract Manager [TBD]
Telephone: (916) 324-9219	Telephone: [To be determined]
Fax: (916) 440-5868	Fax: [To be determined]
Email: kdavis@cdph.ca.gov	Email: [To be determined]

B. Direct all inquiries to:

California Department of Public Health	Contractor Name [TBD]
Attention: Kelly Davis	Section or Unit Name, if applicable [TBD]
Food and Drug Branch	Attention: [To be determined]
Mail Station Code 7602	Street address [To be determined]
P.O. Box 997435	P.O. Box Number [To be determined]
Sacramento, CA 95899-7435	City, State Zip Code [To be determined]
Telephone: (916) 324-9219	Telephone: [To be determined]
Fax: (916) 440-5868	Fax: [To be determined]
Email: kdavis@cdph.ca.gov	Email: [To be determined]

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

5. Services to be Performed

Contractor shall perform the following services:

- A. Contractor must have and maintain the necessary hardware, software, phone lines, and other equipment to operate a web-based system that will deliver large volumes (see item E) of urgent (food, drug, radiation and medical device safety) notices and updates using a variety of media options including telephone, mobile phone, email, fax, pager, and Wide Area Protocol (WAP).
- B. Contractor must have the capability of converting messages from text to voice for delivery.
- C. Contractor agrees that the system will provide an audit trail for message delivery. This includes a system capable of creating an automatic yes/no response once the message is delivered through telephone and email media. The system must also include an automated summary of the results of the attempted message delivery, and of the yes/no response. It also must include having the capacity of describing the results. If no delivered, an explanation as to why the message was not delivered.
- D. Contractor must have in place a system that is dependable and secure.
- E. Contractor agrees to provide a minimum delivery volume of 1,000 telephone calls per minute and 5,000 emails per minute for CDPH – FDB.
- F. Contractor agrees to develop and maintain a confidential, secure database of subscribers. CDPH-FDB may provide lists of some of the subscribers to be entered into a database by contractor. In addition subscribers will be able to enter their subscription information into the web-based database and modify their data without being able to view other participants' information. Contractor will work with CDPH-FDB to develop appropriate subscriber descriptions and data fields to allow database and alerts to be sorted and targeted to appropriate, specific subscribers (e.g. specific industries, e.g. sprouts, seafood, fresh cut produce, etc.). The data will not be distributed to anyone other than California Department of Public Health – Food and Drug Branch for any reason.
- G. Contractor must have the capacity to allow multiple individuals from CDPH Food and Drug Branch access to the complete database and allow editing privileges for designating individuals.
- H. Contractor will provide quarterly updates of the database to California Department of Public Health Food and Drug Branch in a format to be specified by CDPH – FDB.
- I. Contractor agrees to have a delivery system that allows participants to subscribe to approximately 25 to 30 annual notices (e.g., food or drug only related).
- J. Contractor agrees to develop templates or profiles for delivery of messages.
- K. Contractor agrees to design the web-based system (fonts, background, etc.) in a format to be specified by CDPH – FDB.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the state agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly, in arrears. Each invoice for the quarter shall be submitted for payment no more than sixty (60) calendar days following the close of each quarter, unless an alternate deadline is agreed upon in writing by the contract program manager. Direct all invoices to:

Sylvester Okeke
Department of Public Health
Food and Drug Branch
P.O. Box 997435 (MS 7602)
Sacramento, CA 95899-7435

C. Invoices shall:

- a. Be prepared on company letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the services performed under this contract.
- b. Bear the Contractor's name as shown on the agreement.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing period in the same or greater level of detail as indicated in this for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- e. Report expenses attributed to DVBE subcontractors or DVBE suppliers at any tier (if any). This requirement only applies if your firm identified DVBEs for participation during the selection of negotiation.

2. Budget Contingency Clause

It is mutually agreed that if the budget act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this even, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement, and contractor shall not be obligated to perform any provisions of this Agreement.

3. Prompt Payment Clause

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

4. Amounts Payable

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

- 1) \$_____ for the budget period of 07/01/2010 through 06/30/2011.
- 2) \$_____ for the budget period of 07/01/2011 through 06/30/2012.
- 3) \$_____ for the budget period of 07/01/2012 through 06/30/2013.

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

5. Timely Submission of Final Invoice

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

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this contract.

C. The contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit F)" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this contract.

6. Expense Allowability

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

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

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

Special Terms and Conditions*(For business service contracts)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of the Agreement, the provisions are superseded by an alternate provision appearing elsewhere in the Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Site Inspection
2. Use of Disabled Veteran Business Enterprises (DVBE)
3. Confidentiality of Information
4. Dispute Resolution Process
5. Novation Requirements
6. Four-Digit Date Compliance
7. Prohibited Use of State Funds for Software
8. Insurance Requirements
9. Subcontract Requirements
10. Use of Small Business Subcontractors

1. Site Inspection

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

2. Use of Disabled Veteran Business Enterprises (DVBE)

(Applicable to agreements over \$10,000 in which the Agreement requires actual DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by CDPH.)

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

(Applicable only to agreements awarded in part as a result of being granted DVBE incentive in which the contractor committed to use certified DVBE subcontractors for the percentage as indicated in the solicitation of the initial contract cost or amount bid.)

- 1) All DVBE Incentive Request attachments and DVBE Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this agreement by this reference.
- 2) Contractor agrees to use each DVBE subcontractor/supplier, as identified in previously submitted DVBE Incentive Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDPH, in writing (including email or fax), prior to using a proposed substitute subcontractor.
- 3) Requests for substitution must be approved by the funding program and must include, at a minimum:
 - a) An explanation of the reason for the substitution.
 - b) A written description of the business enterprise that will be substituted, including its DVBE certification status.
 - c) If substitution of an alternate DVBE does not occur, include a written justification and description of the steps taken to try to acquire a new DVBE and how that portion of the contract will be fulfilled.
 - d) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations subsection 1896.6.
 - e) CDPH may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.

- f) Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, CDPH shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by CDPH on the prime contractor's request for substitution.
- f. Failure of the contractor to subcontract with the DVBES listed in its bid or proposal to CDPH or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions. In the event such sanctions are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations subsection 1896.18 and subsection 1896.20.
- g. If requested by CDPH, Contractor agrees to provide documentation/verification, in a form agreed to by CDPH, that DVBES subcontractor usage under this agreement complies with the commitments specified during the contractor selection process.

3. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

4. Dispute Resolution Process

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

- a. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- b. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be delivered to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.

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

5. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

6. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant. Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

7. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

8. Insurance Requirements

[Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by CDPH, etc.)]

Contractor shall comply with the following insurance requirements:

a. Commercial General Liability

The Contractor must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. Paragraphs 8c, 8d, 8e, and 8f also apply to Commercial General Liability insurance.

b. Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Contractor shall maintain Pollution Liability insurance covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 8c, 8d, 8e, and 8f also apply to Pollution Liability insurance.

- c. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

- d. The certificate of insurance must include the following provisions:

- (1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
 - (2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- e. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval. CDPH may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.
- f. CDPH will not be responsible for any premiums or assessment on the insurance policy.

9. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
- b. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- c. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies of subcontracts available for approval, inspection, or audit.
- d. CDPH assumes no responsibility for the payment of subcontractors used in the performance of the Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- e. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- f. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and in the exhibits incorporated by reference.
- g. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”
- h. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- i. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 9, 10, and/or other numbered provisions herein that are deemed applicable.

10. Use of Small Business Subcontractors

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

- a. All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDPH, in writing (including email or fax), prior to using a proposed substitute subcontractor.

- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
- (1) An explanation of the reason for the substitution.
 - (2) A written description of the business enterprise that will be substituted, including its small business certification status.
 - (3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled.
 - (4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations §1896.6.
- d. CDPH may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, CDPH shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by CDPH on the prime contractor's request for substitution.
- f. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to CDPH, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.16. In the event such sanction are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations § 1896.18 and § 1896.20.
- g. If requested by CDPH, Contractor agrees to provide documentation/verification, in a form agreed to by CDPH, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

Additional Provisions

1. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

2. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon Receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Use of Small Business Subcontractors

- A. All Non-Small business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this agreement by this reference.
- B. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDPH, in writing (Including email or fax), prior to using a proposed substitute contractor.
- C. Requests for substitution must be approved by the funding program and must include, at a minimum:
 - a. An explanation of the reason for the substitution
 - b. A written description of the business enterprise that will be substituted, including its small business certification status.

- c. If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled.
 - d. A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations § 1896.6.
- D. CDPH may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
- E. Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed CDPH shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by CDPH on the prime contractor's request for substitution.
- F. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to CDPH, or failure to follow applicable substitution rules and regulations may be ground for the department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.16. In the event such sanctions are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations § 1896.18 and § 1896.20.
- G. If requested by CDPH, Contractor agrees to provide documentation/verification, in a form agreed to by CDPH, that small business subcontractor usage under this agreement complies with commitments specified during the contractor selection process.

Exhibit F

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to contract number 09-11749 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

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

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Affect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the acquisition, access, use, or disclosure of CDPH PCI, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit, that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH; or
 3. is "personal information" as defined in this Exhibit.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.
 - D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

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Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

1. by itself directly identifies or uniquely describes an individual; or
2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(e)(1),(2) or (3); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(f)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(f)(3).

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, (including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI, or hinders or makes impossible Contractor's receipt, collection, creation, storage, transmission or use of PCI by Contractor for or on **behalf** of CDPH, pursuant to Contractor's agreement with CDPH, including this Exhibit.

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

- IV. Disclosure Restrictions:** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit) , any CDPH PCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions:** The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.
- VII. Security:** The Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum:

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- A. complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit;
- B. providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PCI from breaches and security incidents.

- VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - B. The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- X. Employee Discipline: Contractor shall discipline such employees and other Contractor workforce members who intentionally violate any provisions of this Exhibit, including by termination of employment.
- XI. Breach and Security Incident Responsibilities:
 - A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit). Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(E), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. A Contractor shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Contractor.

Contractor shall take:

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable causes of the breach or security incident; and
 5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Rapid Alert Message Delivery System

09-11749

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Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH-IT Service Desk)
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law).
- XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit, nor does CDPH's:
- A. Failure to detect or
 - B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the agreement and this Exhibit.
- XV. Indemnification: Contractor shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Contractor, its officers, employees, agents or subcontractors relative to the CDPH PCI, including without limitation, any violation of Contractor's responsibilities under the agreement between it and CDPH, including this Exhibit, with respect to the CDPH PCI.

XVI. Termination:

CDPH IPSR (2/10)

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- A. Termination Upon Breach: A breach by Contractor of any provision of the Exhibit, as determined by CDPH, shall constitute a material breach of the agreement between Contractor and CDPH and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Contractor 30 days to cure the breach.
- B. Judicial or Administrative Proceedings: Contractor will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Exhibit. CDPH may terminate the agreement between Contractor and CDPH if Contractor is found guilty of a criminal violation related to a violation of this Exhibit. CDPH may terminate the agreement if a finding or stipulation that the Contractor has violated any security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.
- XVII. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.
- A. Retention Required by Law: If Required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above, that the CDPH PCI has been destroyed.
- XVIII. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. Upon CDPH' request, Contractor agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon thirty (30) days written notice in the event:
- A. Contractor does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
- B. Contractor does not enter into an amendment providing assurances regarding the safeguarding of CDPH PCI that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CDPH PCI.

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- XX. Disclaimer: CDPH makes no warranty or representation that compliance by Contractor with this Exhibit will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of CDPH PCI.
- XXI. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXII. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State regulations.
- XXIII. Survival: The respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)****Attachment 1****Contractor Data Security Standards****1. General Security Controls**

- a. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- b. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- c. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- d. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- e. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- f. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- g. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- i. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- j. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

Exhibit G**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

Bid Form

Name of Bidding Firm (Legal name as it will appear on the contract)

Mailing address	City	State	Zip Code
Telephone number ()	Fax number ()	Email address, if applicable	
Name of Contact Person	Telephone number: (If different from above) ()		

Amounts Bid

Annual Cost(s):	A (Year 2)	\$	07-01-10 through 06-30-11
	B (Year 3)	\$	07-01-11 through 06-30-12
	C (Year 4)	\$	07-01-12 through 06-30-13
	A + B + C =	\$	07-01-10 through 06-30-13

Total Costs:**Bidding Preferences Claimed (Check only the preferences claimed)**

- ☐ Certified small business or microbusiness preference (including Nonprofit Veteran Service Agencies)
- ☐ Non-small business subcontractor preference (committing use of 25% or more of small business subcontracts)
- ☐ DVBE Incentive (committing to use DVBE subcontracts)

Bidder Acknowledgment / Certification

The Bidder hereby certifies that the materials submitted in response to this IFB and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the Bidder's knowledge.

The Bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until CDPH awards the agreement and throughout the duration of the agreement. Any cost over runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Contract extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The Bidder further understands that the above quoted rate(s) must include all of the bidders costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Form the Bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this IFB and any attachment thereto.

The Bidder understands that its bid response will become a public document and will be open to public inspection.

Bidder's signature:

Title

Printed/typed name

Attachment 2

Required Attachment/Certification Checklist

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CDPH
☐ Yes ☐ N/A	My firm possesses at least three consecutive years of experience of the types listed in Item 1 of the IFB section entitled, "Qualification Requirements". That experience occurred within the past five years.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has read and is willing to comply with the terms, conditions, and contract exhibits addressed in the IFB section entitled, "Contract Terms and Conditions".	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is eligible to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm will supply before contract execution, proof of self-insurance or copies of insurance certificates proving possession of appropriate liability insurance that meets the requirements stipulated in Item 7 of the IFB section entitled, "Qualification Requirements".	☐ Yes ☐ No
Bid Content. I have completed and returned the following Attachments:		Confirmed by CDPH
☐ Yes ☐ N/A	Attachment 1, Bid Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 2, Required Attachment / Certification Checklist	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 3, Business Information Sheet	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4, Client References	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 5, CCC 307 – Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 6, Payee Data Record	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 7, Darfur Contract Act	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 8, Follow-on Consultant Contract Disclosure.	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 9a, Actual DVBE Participation, and DVBE certifications for each DVBE subcontractor or supplier listed. [Indicate "N/A" if the total bid is under \$10,000.]	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 10a, Non-Small Business Subcontractor Preference Request and Attachment 10b, Small Business Subcontractor/Supplier Acknowledgement Check "N/A" if not applying for this subcontractor preference.	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 11a DVBE Incentive Request and Attachment 11b, DVBE Subcontractor/Supplier Acknowledgement Check "N/A" if not applying for this subcontractor preference.	☐ Yes ☐ No
Required Documentation. Enclosed with the bid is the following required documentation.		Confirmed by CDPH
☐ Yes ☐ N/A	California Businesses - Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. <u>Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required.</u> Check "N/A" if not a California business or no business license is required.	☐ Yes ☐ No

Bid Content. I have completed and returned the following Attachments:		Confirmed by CDPH
☐ Yes ☐ N/A	Corporations - Either a copy of the Certificate of Status issued by California's Office of the Secretary of State or a copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. Check "N/A" if not a Corporation.	☐ Yes ☐ No
☐ Yes ☐ N/A	Nonprofit Organizations - A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. Check "N/A" if not a nonprofit organization.	☐ Yes ☐ No
Name of Bidding Firm:		Signature
Printed Name/Title:		Date:

Business Information Sheet

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

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

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

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

☐ Certified By DGS Certification No: Expiration Date:

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

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

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

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

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

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

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

Certification number issued by Cal Trans: Expiration Date:

Race/Ethnicity of Primary Business Owner ☐ N/A (No single owner possess more the 50% ownership)

Owner's Ethnicity (check one) ☐ Asian-Indian ☐ Black ☐ Hispanic ☐ Native American ☐ Pacific-Asian ☐ Other	Owner's Race (check one) ☐ American Indian/Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Other Pacific Islander ☐ White ☐ Other	If Asian, Native Hawaiian or Pacific Islander (check one): ☐ Asian-Indian ☐ Japanese ☐ Cambodian ☐ Korean ☐ Chinese ☐ Laotian ☐ Filipino ☐ Samoan ☐ Guamanian ☐ Vietnamese ☐ Hawaiian ☐ Other
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Gender of Primary Business Owner ☐ N/A (Not independently owned) ☐ Male ☐ Female

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

Contractor's State Licensing Board No.	PUC License Number CAL-T-	Required Licenses/Certifications (If applicable)
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Signature	Date Signed
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Printed/Typed Name	Title
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Public Records Information

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

Client References

List 3 clients served in the past 5-years for which the bidding firm provided similar services. List the most recent first.

REFERENCE 1

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number

()

Dates of service

Value or cost of service

Brief description of service provided

REFERENCE 2

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number

()

Dates of service

Value or cost of service

Brief description of service provided

REFERENCE 3

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number

()

Dates of service

Value or cost of service

Brief description of service provided

If three references cannot be provided, explain why:

CCC 307 – CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

(Continued on next page)

CCC 307 - CERTIFICATION

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.
6. **SWEATFREE CODE OF CONDUCT:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.
7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

State of California—California Department of Public Health

PAYEE DATA RECORD

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

STD. 204 (Rev. 5/06)_CDPH

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <table style="width: 100%;"> <tr> <td style="width: 50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 50%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.							
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> ☐ PARTNERSHIP ☐ ESTATE OR TRUST ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - </td> <td style="width: 30%; vertical-align: top;"> CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS </td> <td style="width: 40%; vertical-align: bottom;"> (SSN required by authority of California Revenue and Tax Code Section 18646) </td> </tr> </table>			☐ PARTNERSHIP ☐ ESTATE OR TRUST ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - 	CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS	(SSN required by authority of California Revenue and Tax Code Section 18646)			
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4	PAYEE RESIDENCY TYPE ☐ California resident—qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.								
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.								
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE							
SIGNATURE		DATE	TELEPHONE ()						
6	Please return completed form to: Department/Office: <u>California Department of Public Health</u> Unit/Section: _____ Mailing Address: _____ City/State/ZIP: _____ Telephone: () _____ FAX: () _____ E-Mail Address: _____								

PAYEE DATA RECORD

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

1	Requirement to Complete Payee Data Record, STD. 204 A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.						
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.						
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).						
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
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For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.						
6	This section must be completed by the State agency requesting the STD. 204.						
Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.							

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION For # 3.

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

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

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

Follow-on Consultant Contract Disclosure

This attachment is not applicable to this agreement; therefore, the Follow-on Consultant Contract Disclosure page is not included.

Background Information:

1. PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.
2. PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.
3. Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.
4. PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

Disclosure [Mark one (1) box]:

- ☐ I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this IFB that are related in any manner to the services, goods, or supplies being acquired pursuant to this IFB. **[Sign below.] This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the State.**
- ☐ Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this IFB that may be related in some manner to the services, goods, or supplies being acquired pursuant to this IFB. **[Sign below and attach to this document a detailed disclosure.]**

Name of Bidding Firm

Signature

Date Signed

Printed/Typed Name

Title

DVBE Instructions / Forms

Disabled Veteran Business Enterprise Participation (DVBE) Information

**DVBE Definition
(for this
document only)**

- A California firm whose ownership, daily management, and operational controls meets all statutory DVBE certification requirements, as documented by the possession of a certification letter issued by the Department of General Services, Office of Small Business and DVBE Certification [OSDC] (hereafter referred to as DGS).

**California
Requirements**

- The State of California requires a three percent (3%) participation level in state contracts to further disabled veteran business enterprise (DVBE) participation in California.
- Only DVBEs, possessing a current DVBE certification issued by DGS, may be claimed for participation. Over 600 DVBE firms are presently certified.
- Effective January 1, 2004, legislation was enacted to require all small business, microbusinesses, and disabled veteran business enterprises to perform a "commercially useful function" in any contract they perform for the State.

A business that is performing a commercially useful function is one that does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing or supervising the work involved.
3. Performs work that is normal for its business, services and function.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

**CDPH Rights /
Requirements**

- Unless DVBE participation is exempted by the California Department of Public Health (CDPH), a 3% DVBE participation level is required for all service contracts with a total value of \$10,000 or more.
- CDPH reserves the right to exempt any contract from DVBE participation when it is determined to be in the Department's best interest to do so.
- CDPH reserves the right to waive DVBE participation requirements at any time prior to the bid/proposal submission deadline. Said waivers may be announced by way of a faxed or written correction notice, administrative bulletin, or bid document addendum.

**For answers
or help, dial:**

(916) 650-0228

- CDPH reserves the right to contact bidders/proposers during the bidding/evaluation process to collect clarifying information or to request corrections, as necessary, to DVBE documentation.
- **The accompanying instructions must be strictly followed.** Failure to do so may be grounds for bid/proposal disqualification.

Dial (916) 650-0228 if you have a question or need help.

**Participation
Requirements
of this
Solicitation**

- Each prime contractor must achieve 3% DVBE participation.
 - Firms submitting bid responses with less than 3% DVBE participation will be deemed nonresponsive and ineligible to receive a contract award.
-

DVBE Instructions

**How to Calculate
3% Participation**

Unless instructed otherwise in the bid document, first determine the total dollar value/amount that will be bid, then multiply this figure by 3% to determine how much of the contract budget should be spent on DVBE supplied services, labor, supplies, materials, or equipment.

**Use of Proposed
DVBEs**

If awarded the contract, the Contractor must faithfully use each DVBE proposed for use and listed on the form entitled "**Actual DVBE Participation**". Exceptions are only allowed if the Contractor submits a Request for Substitution to the Contract Manager of the CDPH funding Program and that request is subsequently approved by CDPH.

Substitution request submission instructions appear in either the "Special Terms and Conditions" or "Additional Provisions" exhibit clause entitled "Use of Disabled Veteran Business Enterprises". A copy of this exhibit is attached to the bid document and/or will be attached to the resulting contract.

Actual DVBE Participation

NAME OF DVBE FIRM PROPOSED FOR USE (Prime is to enter its own name, if the Prime is a certified DVBE)	FIRM THAT DVBE WILL CONTRACT WITH (Prime is to enter "Self", if the Prime is a certified DVBE)	COMMERCIALY USEFUL FUNCTION TO BE PERFORMED OR PROVIDED BY A DVBE	DVBE % Claimed	TIER (See legend below)

DVBE % Claimed:

Enter the percentage level of actual DVBE participation met, regardless of whether or not the participation achieved equals a full three percent (3%) of the total bid amount. Participation may be expressed as a partial/fractional decimal percentage. **Do not enter dollar figures in the "DVBE % Claimed" column.** The budget sheets, if required, that are submitted in your proposal when responding to an RFP should include the DVBE service providers identified above, unless the bidding firm is uncertain of the budget period in which the DVBE will be used.

TIER = 0 = Prime Contractor 1 = Subcontractor/Supplier to the Prime 2 = Subcontractor/Supplier to Level 1
 3 = Subcontractor/Supplier to Level 2, etc.

Attach to this form, a copy of the current DVBE certification issued by DGS for each DVBE listed in the first column. If a new or renewed certification request was recently approved by DGS, but confirmation of DVBE certification has not yet been received, place a footnote next to the DVBE's name and indicate on this form "DVBE Cert Pending" or "DVBE Cert to Follow".

Unless specifically indicated in the bid document, CDPH will not accept state or federal business utilization plans in lieu of meeting DVBE participation requirements when CDPH solicits bids/proposals from firms to perform non-IT services.

This form may be photocopied or reproduced in a like form for inclusion in a bid response. Bidding firms that choose to render a like copy of this form by computer or other means are advised to omit pages 1–4 that contain instructions.

Please do not return or include in the bid response, a copy of the DVBE instructions preceding this form.

Bidding/Proposing Firm's Name	Signature
Printed Name/Title of Person Signing Above	Date Signed

Non-Small Business Subcontractor Preference Instructions

Preference information	Non-small business bidders will be granted up to a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder: 1. Has included in its bid a notification that it commits to subcontract at least twenty-five percent (25%) of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract.
Commercially useful function	A subcontractor is deemed to perform a commercially useful function if the subcontractor does the following: 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. 3. Is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself. A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of participation.
How to calculate 25% subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire contract term, then multiply this figure by 25% to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.
Use of proposed subcontractors / substitution	If awarded the contract, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a bid is submitted. Substitutions are only allowed after contract execution if the Contractor submits a Request for Substitution to the CDPH Program Contract Manager and that request is subsequently granted by CDPH. Small business subcontract substitution instructions will appear in the resulting agreement in a clause entitled "Use of Small Business Subcontractors".
Preference request instructions	If preference is claimed, indicate so on the Bid Form and complete Attachment 9a identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 9a, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 9b). Affix each Attachment 9b to Attachment 9a for submission with the bid response. If a signed Attachment 9b cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of a signed Attachment 9b for each subcontractor listed on Attachment 9a is a prerequisite for contract award confirmation. Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets, if required to be submitted in a bid, must list each subcontract service provider and its respective dollar value as identified on Attachment 9a. All proposed subcontracted services must appear in the Scope of Work.

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the bid submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (Attachment 9b). **Attach to this form an acknowledgement (Attachment 9b) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

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

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

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

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

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

If necessary or desired, this form may be photocopied or reproduced in a like form for use in a bid response. If the bidding firm chooses to render a like copy by computer or other means, the instructions appearing on Attachment 9 may be omitted.

Small Business Subcontractor/Supplier Acknowledgement

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

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

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

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

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

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

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

DVBE Incentive Instructions

Incentive information	Bidders will be granted from 1% up to 5% DVBE incentive on a bid evaluation by CDPH when a responsive bidder has submitted the lowest priced responsive bid and: 1. Is a California-certified DVBE or has included in its bid a notification that it commits to subcontract the amount indicated in the bid documents which can range from 1% up to 5% of its total bid price with one or more California-certified DVBEs; and 2. Lists the California-certified DVBE(s) it commits to subcontract with for a commercially useful function in the performance of the resulting contract.
Commercially useful function	A subcontractor is deemed to perform a commercially useful function if the subcontractor does the following: 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. 3. Is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself. A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of participation.
How to calculate the incentive	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire contract term, then multiply this figure by the percentage indicated in the bid documents for the specific DVBE use commitment to determine how much of the bid price must be committed to DVBE subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.
Use of proposed subcontractors / substitution	If awarded the contract, the selected contractor must faithfully use each DVBE subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a bid is submitted. Substitutions are only allowed after contract execution if the Contractor submits a Request for Substitution to the CDPH Program Contract Manager and that request is subsequently granted by CDPH. DVBE subcontract substitution instructions will appear in the resulting agreement in a clause entitled "Use of DVBE Subcontractors".
Incentive request instructions	If the incentive is claimed, indicate so on the Required Attachment/Certification Checklist (Attachment 2) and complete Attachment 11a identifying each DVBE subcontractor that will be used. For each subcontractor identified on Attachment 10a, obtain a completed and signed DVBE Subcontractor/Supplier Acknowledgment (Attachment 10). Affix each Attachment 10b to Attachment 10a for submission with the bid response. If a signed Attachment 10b cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of a signed Attachment 10b for each subcontractor listed on Attachment 10a is a prerequisite for contract award confirmation. Identify only currently California-certified DVBE subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets, if required to be submitted in a bid, must list each subcontract service provider and its respective dollar value as identified on Attachment 10a. All proposed subcontracted services must appear in the Scope of Work.

DVBE Incentive Request

List each California-certified DVBE to be utilized. To be granted a bidding incentive, total DVBE use must equal at least 1% up to a total of 5%, unless other specifications are included elsewhere in the agreement, of the total price or cost offered. Each named DVBE must be actively certified as a DVBE by the bid submission due date and must acknowledge their participation as claimed herein via a DVBE Subcontractor/Supplier Acknowledgement (Attachment 11b). **Attach to this form an acknowledgement (Attachment 11b) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified DVBE

Name of DVBE

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
DVBE Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

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

Name of certified DVBE

Name of DVBE

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
DVBE Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

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

Name of certified DVBE

Name of DVBE

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
DVBE Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

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

If necessary or desired, this form may be photocopied or reproduced in a like form for use in a bid response.

DVBE Subcontractor/Supplier Acknowledgement

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

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

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

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

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on the DVBE subcontractor incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10 and Section 999.5(a) of the Military and Veterans Code.

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

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

Question and Answers for Bid #09-11749 - Message Blaster Service

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 28, 2010 5:00:00 PM PDT