

INSTRUCTIONAL PAGE

A. Instructions

Bidders must complete and submit the following documents as detailed under RFP 20-1073, by the deadline(s) as detailed under RFP 20-10731, Section H (Key Action Dates), and as further instructed under RFP 20-10731, Section IV (Submission Requirements). Failure to submit the following documents may result in disqualification.

1. Attachments 1 – 19
2. Agency Capabilities
3. Resumes
4. Financial Records
5. Case Study
6. Campaign Creative Concepts and Media Plan

Please refer the main RFP 20-10731 document for detailed instructions. All questions should be sent by email to Feruzuddin.Ahmadi@cdph.ca.gov by the deadline as detailed under RFP 20-10731, Section H (Key Action Dates) and as further instructed under RFP 20-10731, Section I (Question Submission and Responses).

Youth Cannabis Prevention Media and Social Marketing Campaign



REQUEST FOR PROPOSALS (RFP) (Secondary)

RFP 20-10731

State of California

December 1, 2020

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APPENDIX: See www.CaleProcure.com for more information.

I. INTRODUCTION

A. Purpose, Background, Goals, Objectives, and Priority Audience

1. Purpose of Request for Proposal (RFP)

The California Department of Public Health (CDPH), Center for Healthy Communities (CHC), Substance and Addiction Prevention Branch (SAPB), is soliciting Proposals from bidders who possess strong skills, knowledge, and experience in developing and implementing a strategic, statewide media campaign. The CDPH is seeking a Proposer to provide services that will inform a media and social marketing campaign to educate youth and young adults (ages 11-25) about the risks and consequences of cannabis use and to influence youth attitudes, social norms, and perceptions of cannabis.

The media should be designed to incorporate any new media platforms arising from the emergence of any new and culturally wide-spread networking technology and shall include research and identification of the optimal placement of message(s).

CDPH intends to make a single contract award to the most responsive and responsible Proposer earning the highest score. This procurement is open to all eligible firms and/or individuals that meet the qualification requirements, including commercial businesses, nonprofit organizations, State or public universities (including auxiliary organizations), and other entities.

2. Background

Cannabis is the most commonly used drug in the United States.¹ It can be taken in many forms, such as eaten in cookies and candies (i.e., edibles), smoked, vaped, or dabbed as an oil or concentrate. The chemical Tetrahydrocannabinol (THC) that is present in the cannabis plant is what gives the user a feeling of being “high”. The plant contains other chemicals such as Cannabidiol (CBD) and flavor compounds called terpenes, which may also have an effect on the user's mood.

Cannabis use among youth, particularly products with high concentrations of THC, are known to have serious health effects on the developing brain. Youth who use cannabis are at increased risk for mental health problems, including depression and increased risk of suicide.² Youth who use cannabis may also suffer from poorer academic performance, especially among those who begin using marijuana at young ages.^{3,4} These negative effects may continue into adulthood among users.⁵

In 2017-2019, 4% of California youth in grade 7, 10% of youth in grade 9, and 16% of youth in grade 11 reported using cannabis in any form in the last 30 days. In 2015-2017, 46% of all 7th, 9th, and 11th graders reported that cannabis would be very easy or fairly easy to obtain.⁶

The legalization of cannabis may have negative health consequences for both youth and young adults. From 2016 to 2018, the number of calls to the California Poison Control System related to cannabis increased by 75%.⁷ In 2018, the California Poison Control Center received 420 calls about marijuana exposure among youth aged 6 to 19 years old and 282 calls about marijuana exposure among adults aged 20 to 29 years old. In 2018, 715 youth aged 10 to 19, and 400 young adults aged 20 to 24 visited California emergency departments for non-fatal cannabis overdoses due to poisonings.⁸

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

CDPH entered into an Interagency Agreement (IAA) with DHCS to develop and implement a cannabis surveillance and education program. As a result, CDPH SAPB created the California Cannabis Surveillance System (CCSS) and the Cannabis Education and Youth Prevention Program (CEYPP). CCSS is a comprehensive public health surveillance system that monitors youth and adult cannabis use, legal, social, and environmental impacts, and clinical outcomes. CEYPP provides health education and prevention to reduce the negative impacts and consequences of cannabis use through state and local partnerships, media, and social marketing campaigns.

One of the objectives of CEYPP is to develop a media and social marketing campaign aimed at educating youth and young adults (ages 11-25) about the risks and consequences of cannabis use and to influence youth attitudes, social norms, and perceptions of cannabis.

3. Goals, Objectives and Priority Audiences

CDPH SAPB’s goal is to provide age-specific, developmentally appropriate, and scientifically accurate education and resources to youth and young adults (ages 11-25) in California on the risks and consequences of cannabis use and to influence youth attitudes, social norms, and perceptions of cannabis.

Programmatic objectives that this media campaign will support are to:

- (a) Educate youth and young adults (ages 11-25) about the risks and consequences associated with cannabis use.
- (b) Influence youth and young adult attitudes, social norms, and perceptions of cannabis.
- (c) Develop resources that can be utilized by local governmental and non-

- governmental organizations.
- (d) Other priority goals, strategies, and objectives that may evolve over the course of this contract.

In collaboration with CDPH SAPB subject matter experts, the Proposer will develop tailored messaging and creative concepts for youth and young adults. The Proposer will craft culturally and linguistically appropriate communication strategies that educate youth and young adults about risks and consequences of using cannabis and influence youth attitudes, social norms, and perceptions of cannabis. The successful Proposer will be responsible for providing effective branding, media planning, integrated health communications strategy development, and a robust work plan. Proposer will provide CDPH the necessary levels of expertise, consulting, and materials to successfully create, design, produce, deliver, and deploy various assets advancing a comprehensive cannabis education campaign.

The Proposer will conduct extensive, formative, mixed-methods research on cannabis-related knowledge, attitudes, perceptions, and social norms among California youth and young adults. The Proposer will translate the findings of formative research into actionable campaign messaging and outreach strategies to inform both the media campaign and cannabis-related outreach and education initiatives at the local and state levels.

The agreement between CDPH and DHCS requires CDPH to objectively evaluate the impact, reach, and effectiveness of the media campaign. In order to accomplish this, the Proposer will conduct appropriately detailed media monitoring and tracking analysis designed to evaluate campaign recall and reach as well as knowledge, attitudes, social norms, and perception change for key indicators as a result of campaign messaging and activities. Evaluation activities will focus on two (2) evaluation priorities: 1) Campaign awareness and recall; and 2) Knowledge, attitudes, social norms, and perceptions of key campaign messaging topics among priority audiences.

The primary priority audiences for the media and social marketing campaign are youth and young adults (ages 11-25). In order to reach youth, the secondary audiences are parents; guardians; caregivers; school staff and administrators; and other adults who are concerned about youth cannabis use.

B. Who May Submit A Proposal?

The minimum required qualifications for Proposers include:

- Currently operating, full-service marketing, advertising and/or social marketing agency with minimum annual gross billings of \$5 million in at least three (3) of the past five (5) years. Media placement can be counted toward gross billings.
- Have an office located in California.
- Disclose whether its agency or any affiliated agencies are working closely with the tobacco, e-cigarette, cannabis, or related industries and

describe any accounts related to marketing cannabis.

- Demonstrate experience developing and implementing media campaigns to educate the public on prevention and health-related topics.
- Demonstrate experience creating and delivering prevention or public health messages to youth and young adults (ages 11-25).
- Demonstrate experience implementing health communication strategies to reach multi-cultural and multilingual segments of the population.

These preliminary eligibility requirements must be certified by the Proposer in the Stage 1A submission as further described in Section II, Proposal Submission and Stages.

Each agency may submit only one (1) Proposal. More than one Proposer with the same ultimate holding company will be allowed to compete as long as there is no collaboration on the Proposals or any shared day-to-day management, staff, or supervisory relationship between the proposing agencies.

Subcontractors may participate in more than one (1) bidding Proposal.

C. Contract Term

1. The term of the resulting agreement is expected to be February 01, 2021, or upon final approval through September 30, 2022. The contract term may change if CDPH makes an award earlier than expected or if CDPH cannot execute the agreement because of unforeseen delays.
2. CDPH reserves the right to extend the term of the resulting agreement via an amendment as necessary to complete or continue the services. Agreement extensions are subject to satisfactory performance and funding availability. If such amendment is for additional time it may not exceed one (1) year from the original end term date of the agreement. If such amendment is for additional funds it may not exceed 30% (thirty percent) of the original total value of the agreement or \$250,000. This agreement may be amended once for additional time or funds, but cannot be amended for both.
3. The resulting contract will be of no force or effect until signed by both parties. The Contractor is hereby advised not to commence performance until the contract is fully executed. Should services or performance commence before all approvals are obtained, and the contract is not fully executed, said services or performance may be considered to be volunteered.

D. Anticipated Funding

1. The maximum amount of funding available for the awarded Agreement is \$12,000,000 (twelve million dollars). The actual funding amount may be lower.

See the funding periods with maximum budget amounts per year below:

Year 1 (Contract Approval Date – September 30, 2021) \$7 million (seven million dollars)

Year 2 (October 1, 2021 – September 30, 2022) \$5 million (five million dollars)

2. Funding is subject to appropriation of revenues by CDPH. In the event funds are not available, CDPH shall have no further liability with regard to the Agreement. CDPH reserves the right to cancel the resulting agreement or amend it to reflect reduced funding and reduced deliverables.
3. If changes are required by legislation, court action, or other administrative action affecting the CDPH, the contract, as applicable, will be amended or terminated accordingly to comply with these actions.

E. Scope of Work (SOW)

See Exhibit A, titled “Scope of Work,” for a detailed description of the services and work to be performed as a result of this RFP.

F. Subcontractors

If the Contractor does not have the full-service capabilities to effectively accomplish all components of the SOW, the Contractor is required, to identify proposed subcontractors and note which subsidiaries are owned by the same holding company, as applicable. Subcontractors must be identified and approved by CDPH prior to the execution of the contract.

Once the proposed subcontractor(s) are identified, CDPH must approve the proposed subcontractor(s) and reserves the right to deny any or all proposed subcontractors of the selected Contractor. The proposed subcontractor(s) will be required to complete and submit the “Proposed Subcontractor Agency Fact Sheet” Form (Attachment 6) to CDPH.

If a proposed subcontractor is denied or if the selected Contractor does not, to the satisfaction of CDPH, demonstrate the internal capabilities to address a specific demographic market or specialized service and meet CDPH’s needs at any time during the contract, the selected Contractor may be required to procure a subcontractor or consultant through a separate competitive process.

G. Nonexclusive Rights

CDPH does not grant the selected Contractor the exclusive rights to provide all services during the contract period. CDPH reserves the right to acquire services from other agencies without infringing upon, nor terminating, the awarded contract.

The successful Proposer must collaborate with existing and future CDPH contractors, including public relations and advertising agencies, subcontractors, consultants, and evaluators.

H. Key Action Dates

Listed below are the key action dates and times by which the actions must be taken or completed. Proposals not received by the date and time listed below will be deemed non-responsive and will not be considered for award. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this Request for Proposals.

Event	Date*
RFP Release	December 1, 2020 @ 3:00 P.M. (PST)
Submit written questions	December 9, 2020 @ 3:00 P.M. (PST)
CDPH to respond to questions	December 14, 2020 @ 3:00 P.M. (PST)
Letter of Intent to Bid (Optional)	December 22, 2020 @ 3:00 P.M. (PST)
Deadline to submit Proposal	December 29, 2020 @ 3:00 P.M. (PST)
Notice of Intent to Award Posted	TBD
Expected Start Date of Contract	February 1, 2021 or upon final approval
Expected End Date of Contract	September 30, 2022 @ 3:00 P.M. (PST)

*CDPH reserves the right to amend dates at any time during the RFP process.

It is the Proposers' responsibility to check for notices and addenda for this RFP on the e-procure website, www.CaleProcure.ca.gov, throughout the RFP process.

I. Question Submission and Responses

Prospective Proposers shall review this Proposal in its entirety and submit any written questions or clarifications to Feruzuddin.Ahmadi@cdph.ca.gov by the question submission deadline listed in Section H.

The email must clearly identify the person and agency submitting the question. At its discretion, CDPH may contact a Proposer to clarify the meaning of any question received. CDPH reserves the right to accept or reject questions.

Any verbal communication with a CDPH employee concerning this RFP is not binding on the State and shall in no way alter a specification, term, or condition of the RFP.

CDPH responses will be posted as one (1) or more addendums to this RFP through the California State Contracts Register (CSCR) portal at www.CaleProcure.ca.gov.

J. Letter of Intent to Bid (Optional)

Proposers are encouraged to email a “Letter of Intent to Bid” to CDPH by the submission deadline listed in section H. The Letter of Intent to Bid must have an original signature in blue ink and be scanned, uploaded, and emailed to Feruzuddin.Ahmadi@cdph.ca.gov. Potential Proposers must include an e-mail address or phone number on the letter. The Letter of Intent to Bid is optional; Proposers who fail to submit a Letter of Intent to Bid by the specified deadline will still receive consideration under this RFP.

K. News Releases and Social Media

Proposers may not issue any news release nor make any statement to the news media or through social media channels pertaining to this RFP, any Proposal, the contract, or resulting work without first obtaining prior written approval by CDPH.

II. PROPOSAL SUBMISSION AND STAGES

This section contains the RFP instructions. Review **all** of the instructions thoroughly. **See Section IV: Submission Requirements.** At the completion of Stage 1A, Proposers will be notified in writing as to whether they qualify to continue to Stage 1B. Proposers receiving a Pass score in Stage 1A will advance to Stage 1B.

The agency with the highest score will be awarded the contract.

A. Proposal Scoring Scale

Stage	Maximum Points Available	Maximum Points Available
Stage 1A: Eligibility Requirements (Attachments 1 - 4)	Pass/Fail	Pass/Fail
Stage 1B*: <ul style="list-style-type: none"> • Agency Capabilities • Agency Fact Sheet (Attachment 5) • Proposed Subcontractor Agency Fact Sheet (Attachment 6) • Proposed Account Staffing Chart (Attachment 7) and Resumes (Exhibit G) • Client Reference Letters (Attachment 8) 	250	250

<ul style="list-style-type: none">• Financial Package (Attachments 9 - 11)• Case Study• Campaign Creative Concepts and Media Plan		
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*Proposers receiving a Pass score in Stage 1A will advance to Stage 1B.

See Section III, Evaluation Criteria, for details on the scoring criteria.

B. Stage 1A: Eligibility Requirements

Purpose: The purpose of Stage 1A is to identify agencies that meet the eligibility requirements of the RFP.

Overall Stage 1 Instructions: Complete Items 1 through 4 as directed below.

Scoring: Proposers receiving a Pass score in this stage will advance to Stage 1B.

Complete and sign with an **original signature** in **blue ink** on the following forms:

1. Proposal Cover Page (Attachment 1)

Instructions: A person authorized to bind the Proposer must sign the "Proposal Cover Page." If the Proposer is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the "Proposal Cover Page."

2. Certification of California Office and Gross Billings (Attachment 2)

Instructions: Complete and sign the "Certification of California Office and Gross Billings" Form. The Proposer must acknowledge that they meet all minimum qualifications specified in Section I: Introduction, Who May Submit a Proposal of this RFP.

3. Guaranty (Attachment 3)

Instructions: Complete and sign the "Guaranty" from the agency or parent corporation, if the agency is a subsidiary, which ensures that all obligations of a contract awarded from this RFP would be performed, the Proposer is financially stable and solvent, and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the state.

4. Conflict of Interest Certification (Attachment 4)

Instructions: Each Proposer, including any proposed subcontractor, should assess its own situation according to the "Conflict of Interest Certification" prior to signing. The Proposer must disclose whether its agency or any affiliated agencies are working closely with the tobacco, e-cigarette, cannabis, or related industries and

describe any accounts related to marketing cannabis.

If a conflict exists, the Proposer must provide additional clarification and documentation regarding the nature and extent of the Conflict of Interest, which, upon CDPH's sole review and discretion, is determined to satisfy the requirement to protect CDPH from a tobacco, e-cigarette, cannabis industry, or related Conflict of Interest. Because of the complexities involved in defining potential conflicts of interest with the mission of CDPH, CDPH reserves the right to request further information.

CDPH reserves the right to allow a Proposer to advance to subsequent stages while requesting additional clarification and documentation regarding the Conflict of Interest requirement or any other RFP requirement. If the additional clarification and documentation does not, at CDPH's sole discretion, satisfy CDPH's requirement for protection from a potential Conflict of Interest, the Proposer will be notified in writing and will be disqualified from the RFP process.

C. Stage 1B: Agency Capabilities; Agency Fact Sheet; Proposed Subcontractor Agency Fact Sheet; Proposed Account Staffing Chart and Resumes; Client Reference Letters; Financial Package; Case Study; and Campaign Creative Concepts and Media Plan

Purpose: The purpose of Stage 1B is to evaluate the Proposer's:

- Agency capabilities.
- Subcontractor capabilities (if applicable).
- Account staffing chart, resumes, and client reference letters.
- Cost-effectiveness and cost-competitiveness of the proposed campaign.
- Financial Stability.
- Legal liabilities or risk that may impact CDPH.

Overall Stage 1B Instructions: Complete Items 1 through 8 as directed below.

Scoring: The maximum score for Stage 1B is 250 points.

Stage 1B consists of the following components:

1. Agency Capabilities and Agency Fact Sheet(s)

Note: See Section IV, Submission Requirements, for narrative format requirements.

Instructions: Complete a response for Agency Experience, Strengths, and Effectiveness. Describe your agency's experience and various services offered on both local and statewide levels. Describe services and experiences during the past three (3) years on accounts similar to the size and scope of the contract to be awarded from this RFP.

a. Agency Experience and Strengths **(five (5) pages maximum)**.

1. Agency Experience. Describe your agency's full-service capabilities and experience as a lead agency. Full-service capabilities description should include, but not limited to, account and project management, market research for diverse audiences, strategic communications planning, creative development, media planning and buying, production expertise, including website production services, and evaluating effectiveness of a media and social marketing campaign.
2. Agency Strengths. Describe the strengths of your agency, including historical accomplishments, unique services and/or certifications, account leadership, and experience working on accounts with a similar budget and scope. Describe your agency structure and account teams, and efficiencies associated with this structure. Detail key contributions your agency would bring to this account. Identify why your agency should be considered for this contract.
3. Priority Audience Experience. Describe your experience creating and delivering prevention or public health messages to youth and young adults (ages 11-25), noting examples of your past work. Describe the experience and expertise of your agency at successfully reaching multi-cultural and multilingual segments of the population, including the utilization of in-language and culturally relevant advertisements and mediums. Describe your process for providing cultural insights and relevance, casting, and copy adjustments for the creation of advertisements. If your agency does not have such experience in-house, describe how your agency works with subcontractors and identify how and when they are included in the creative process.
4. Digital and Social Media Experience. Describe your agency's capacity and capability for developing and executing a social media strategy that supports an integrated health communications campaign, noting examples of your past work. Highlight strategic and creative digital media executions that include video, photography, infographics, influencers, and other items for social and web-based content. Note whether your agency has experience making social and web-based content Americans with Disabilities Act (ADA) compliant.
5. Collaboration Experience. Describe your experience working with state and government agencies. Describe how you and the subcontractors would work together through the development of a campaign. List any past clients where you and the proposed subcontractors worked together to address contract deliverables and describe the collaborative work you did, noting the roles each agency played.
6. Evaluation Experience: Describe your experience evaluating the effectiveness of media and public health messaging campaigns. A named

evaluation consultant or subcontractor should be provided by contract execution, if your agency will not be conducting evaluation activities in-house. Provide details of any previous media campaigns evaluated. Include details about evaluation methods, including data collection and analysis, evaluation outcomes, and recommendations.

b. Agency Effectiveness **(four (4) pages maximum)**

1. Strategic Services. Describe your agency's experience creating an annual strategic plan. Detail the steps you would take to develop the plan and identify the collaborative involvement of the client and key partners in the process.
2. Research and Evaluation. Describe your agency's research, development, and evaluation processes, including formative research. Note whether these functions are typically performed in-house or by a subcontractor or consultant. Describe your agency's experience and methods used in analyzing the effectiveness of media and social marketing campaigns. Describe what your agency identifies as Key Performance Indicators (KPIs) of a media and social marketing campaign and provide an example of how your agency has utilized that for a past client. Discuss how your agency approaches evaluation for a media and social marketing campaign and/or non-sales-based account. Discuss how your client's KPIs of brand awareness, image, and/or changing of social norms are evaluated.
3. Substantiation Services. Describe how your agency analyzes and substantiates the factual content of ads, media, and marketing materials. Include the name of the person or firm that is designated to review this information to ensure accuracy, and briefly describe the qualifications of the individual and/or firm.
4. Media Management. Describe your agency's capabilities and strengths in media research, planning, buying, monitoring, reporting, and overall stewardship of your clients' funds. Address strategies and tactics used for traditional, digital, and social media used for effectively reaching audiences. If all, or a certain portion, of your clients' media is not planned or purchased by your agency, please identify the agency you will work with and describe how the process would be seamless for the client.

2. "Agency Fact Sheet" Form (Attachment 5)

Instructions: Complete the "Agency Fact Sheet" Form.

3. "Proposed Subcontractor Agency Fact Sheet" Form (Attachment 6)

Instructions: If proposing any subcontractors, each proposed subcontractor must complete the "Proposed Subcontractor Agency Fact Sheet" Form.

If you have not yet identified subcontractors, please note that all subcontractors must be identified and approved by CDPH prior to contract execution. All subcontractors will be required to submit a "Proposed Subcontractor Agency Fact Sheet" Form before any work is performed under this contract.

4. Proposed Account Staffing Chart (Attachment 7) and Resumes (Exhibit G)

Instructions: Complete the "Proposed Account Staffing Chart", identifying the proposed primary staff who would be assigned to this account, including proposed subcontractor staff, if applicable. Submit proposed staff resumes for the agency and subcontractors. Include the following information on the proposed account staff:

- a. Brief description of duties.
- b. Proposed percentage of time for each staff member.
- c. Specific training, years of relevant experience, and expertise that is relevant to the duties for each position.
- d. Identify any vacancies or positions that would be filled or created upon award of this CDPH account. Indicate percentage of time to be dedicated to the CDPH account and their role.

5. Client Reference Letters (Attachment 8)

Instructions: Provide reference letters from three (3) clients your agency served in the past three (3) years. Include at least one (1) reference for a similar account size. CDPH may conduct a reference check with other CDPH program staff that your agency has provided services to, currently or in the past. A negative reference letter may result in Proposal rejection. Please see Attachment 8 for additional instructions.

6. Financial Package

Instructions: Each Proposer must submit two (2) copies of the financial documents (aside from financial records) in a separate, sealed envelope marked "Financial Records," the agency's name, and "CDPH RFP 20-10731 Youth Cannabis Prevention Media and Social Marketing Campaign." CDPH reserves the right to require additional information necessary to determine the financial integrity and stability of a Proposer.

a. Proposed Budget Allocation

Instructions: Complete the "Proposed Budget Summary" (Attachment 9). Fill out the Year 1 and Year 2 tabs in the Excel spreadsheet.

b. Financial Records

Instructions: Audited statements for the most recent calendar or fiscal year are

preferred, but not required. If audited financial statements are supplied, all noted audit exceptions must be explained. If audited financial statements are not available, CDPH will accept accrual basis financial statements prepared by a Proposer's financial accounting department or an accounting firm along with copies of the federal tax return filed with the Internal Revenue Service for the most recent year. A statement signed in blue ink by a Proposer's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

Financial records of all Proposers received by CDPH will be destroyed at the time of Contract Award. Only one (1) copy of financial records is required.

c. Required Information

Instructions: Complete the "Bankruptcy and Litigation Disclosure" (Attachment 10) and "Contractor Certification Clauses (CCC-307)" (Attachment 11) Forms.

7. Case Study

Instructions: Describe one (1) (social) marketing campaign that targeted youth and/or young adults (11-25) that was developed and implemented by your agency. Please discuss the campaign from beginning to end, including:

- a. Timeline, production, and media placement budgets.
- b. Key findings from background market research and analysis.
- c. Creative strategy/positioning.
- d. Describe and provide three (3) to five (5) examples of creative developed for the campaign, at least one (1) of which must be a digital asset. Include the production costs for each example. Highlight examples of creative that crossed over to other mediums as well as no or low-cost productions. Describe how the creative was age-specific, developmentally appropriate, and tailored towards the priority audiences. Include examples of creative that were developed for different age groups.
- e. Media objectives and media placement planning for the selected campaign; discussion must include any bonus weight and other added value opportunities negotiated. Indicate whether media was purchased in-house or by a subcontractor.
- f. Identify how the campaign was evaluated, the results obtained, and how results informed future efforts.
- g. Highlight challenges and/or other considerations (e.g., client delays, budget, competition, organizational, client and environmental constraints), and identify how challenges were resolved and by whom.

- h. Identify proposed agency staff and subcontractor staff who worked on the campaigns, noting their roles and at what stage they participated in the development of the campaign.

8. Campaign Creative Concepts and Media Plan

Please include one (1) creative campaign approach with sample campaign elements for the media and social marketing campaign and a media flow chart. based on the RFP's \$12 million (twelve million dollars) budget for the period of MM/DD/YYYY date of executed (approved) agreement – through September 30, 2022.

Agency Fact Sheet(s)	
<ul style="list-style-type: none"> • The Proposer demonstrates a reasonable rate of account turnover and strong client retention overall. • The Proposer has a broad range of accounts. • The Proposer has executed a prevention or public health related media campaign. • The Proposer has appropriate experience in leading accounts of a scope and size comparable to this solicitation. • The Proposer demonstrates adequate staffing for the number of accounts indicated. • The Proposer demonstrates strong capacity in media research, planning, and buying, as well as monitoring of media funds. • The Proposer demonstrates experience in reaching youth and young adults (ages 11-25); and multi-cultural, multilingual segments of the population. 	30
Proposed Account Staffing	
<ul style="list-style-type: none"> • The Proposer demonstrates commitment to this campaign by identifying highly capable staff with extensive experience working with the priority audience. • The Proposer demonstrates commitment to this campaign by identifying highly capable staff who have the expertise, training, skills, and experience consistent with the account management, creative, media, and talent needs identified in the SOW. • The proposed percentage of staff time and roles identified are enough to meet the needs identified in the SOW. 	30
Client Reference Letters	
<ul style="list-style-type: none"> • The Proposer demonstrates overall client satisfaction yielding satisfactory reference letters from other agency clients of a similar size and scope. 	10
Financial Package	
<ul style="list-style-type: none"> • The Proposed Budget Summary demonstrates an understanding of CDPH's priorities and requirements of the SOW. • The Proposer's financial records are in good standing. 	30

Case Study	
<ul style="list-style-type: none"> • The Proposer’s media campaigns are strategic and based on market research and analysis. • The Proposer develops a culturally, linguistically, and age appropriate strategy and creative for the priority audience. • The Proposer showcases the ability to provide value with moderate or limited budgets. • The Proposer outlines the project timeline. • The Proposer adapts creative to crossover to additional mediums. • The Proposer’s media placement successfully reaches intended priority audience. The Proposer highlights how added value opportunities were utilized. • The Proposer develops creative public relations strategies and executes appropriate activities to meet objectives. • The Proposer identifies how campaigns are evaluated, the types of analyses that are used, and how the results are used to inform future efforts. • The Proposer appropriately handles challenges that impact campaigns. • The Proposer identifies the roles of the current staff who worked and at what point they participated in the development of the campaign. 	50
Campaign Creative Concepts and Media Plan	
<ul style="list-style-type: none"> • The Proposer understands CDPH’s goals and objectives and demonstrates an ability to develop a strategic media and social marketing campaign that supports these goals and objectives. • The Proposer demonstrates an understanding of CDPH’s priority audience and demonstrates an ability to convey age appropriate, multicultural, and multilingual appropriateness in proposed creative and activities. • The Proposer and team demonstrate a strong ability to develop and balance integrated marketing campaigns that best meet CDPH goals and objectives. 	50

IV. SUBMISSION REQUIREMENTS

A. Format Requirements

1. Copies Required

- a. Provide one (1) hard copy marked "original," ten (10) bound copies, and three (3) digital copies on a USB flash drive inclusive of all information requested. Forms in the original hard copy must include original signatures in blue ink. Write "Original" on the original Proposal. Each copy of the Proposal must be complete, including copies of all of the required attachments and documentation submitted in the original.
- b. Please refer to II. Proposal Submission and Stages, Stage 1B of this RFP, for instructions on the submittal of the financial package. Only one (1) copy of financial records is required.

2. Narrative Format

- a. In preparing a Proposal response, all narrative portions should be straightforward, detailed, and concise. Do not restate or paraphrase information in this RFP. CDPH will determine the responsiveness of a Proposal by its quality, not its volume, or packaging. The Proposer may choose how to bind the Proposal (stapled, spiral, etc.).
- b. Format the narrative portions of the Proposal as follows. Failure to follow these requirements may disqualify your submission.
 1. Use Arial or Calibri font of at least 12-point size throughout. Exception: if a form is required by the State that contains a smaller font.
 2. Print pages single-sided on letter size (8.5 by 11 inches) white paper with 1.5" spacing.
 3. Use one-inch margins at the top, bottom, and both sides.
 4. Sequentially number the pages in each section and clearly identify each section in the order requested. When a page limit is noted, pages exceeding the limit will not be scored. It is not necessary to paginate the required forms.
 5. Place the Proposer's name in a header or footer on every page. If the Proposer's name is not already entered elsewhere on a completed certification or form, add it to a header, footer, or signature block.
 6. Have a person who is authorized to bind the proposing firm sign each RFP attachment that requires a signature in blue ink. Signature stamps are not acceptable. Electronic signatures will be accepted, not digital PDF

signatures.

7. Place the original signed attachments in the Proposal set marked "Original." The additional copies may have photocopied signatures on attachments and throughout the document.

B. Submission of RFP Materials

"RFP materials" means anything submitted by a Proposer to CDPH in response to this RFP, including, but not limited to, written questions about this RFP, and responses to any stage. It is essential that Proposers use the following address formats, exactly as shown, for submission of RFP materials:

Courier or Overnight Service	Email (for correspondence only)
Request for Proposals 20-10731 California Department of Public Health Attention: Feruzuddin Ahmadi, Contract Manager Centralized Contract Services Unit Contracts and Purchasing Services Section 1616 Capitol Avenue, Suite 1802 Sacramento, CA 95814 Phone: (916) 324-0814	Email: Feruzuddin.Ahmadi@cdph.ca.gov

C. Importance of Meeting All RFP Deadlines

Proposers are responsible for the delivery of submissions to CDPH prior to the submission deadline. If the package tracking information indicates its arrival at CDPH by the deadline, the package will be considered to have arrived on time. Postal service postmarks, however, will not be accepted as proof of timely delivery. Faxed or electronic submissions will not be accepted.

All stages of this RFP have stated deadlines for submitting materials to CDPH and are strictly enforced. Submissions that are incomplete or received after the stated deadline will be returned to sender.

D. Communication between CDPH and Proposers

1. Proposer Questions

Should any Proposer need to communicate with CDPH regarding the RFP or the Proposal review process, the Proposer should do so in writing and send it by email to Feruzuddin.Ahmadi@cdph.ca.gov. *No phone calls will be accepted.*

Immediately notify CDPH if you need clarification about the services sought or have questions about this RFP's instructions or requirements. At its discretion, CDPH reserves the right to contact an inquirer to seek clarification of any inquiry received. CDPH shall respond to all Proposers.

2. Errors

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer shall immediately notify CDPH of such error in writing and request modification or clarification of the document by the deadline for the submission of the RFP. CDPH strives to correct any errors found. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for modification or clarification. CDPH shall not be responsible for failure to correct errors.

3. Deviations and Modifications

All submissions must be complete when received at CDPH. No changes, modifications, corrections, or additions may be made once they are submitted to CDPH. An agency will be allowed to withdraw its Proposal provided that the written request for such withdrawal is received in writing prior to the deadline for final submission. After withdrawing a Proposal, Proposers may resubmit a new Proposal according to the Proposal submission instructions and deadline.

CDPH may, at its sole discretion, waive any immaterial deviation or defect in a submission. However, the waiver of an immaterial deviation or defect in a submission will in no way modify the document or excuse the Proposer from full compliance with the RFP requirements if awarded the contract. Items may be considered "immaterial" by CDPH if, for example, they do not affect the amount of the Cost Proposal, or if allowing the deviation does not give a Proposer an advantage or benefit that would not be granted to all other Proposers.

CDPH reserves the right to contact Proposers at any stage of the Proposal process to collect additional clarifying information, if deemed necessary.

E. Property of CDPH

All submission materials will not be returned to the agency. All proposed ideas or adaptations of the ideas contained in any submission become the property of CDPH and CDPH reserves the right to use them. Acceptance or rejection of the submission will not affect this right in any way.

F. Cost of Submissions

CDPH assumes no responsibility or liability for costs incurred by Proposers. Costs of developing and delivering submissions and presentations will not be billable to the State of California.

G. Voluntary and Required Business Participation Programs

The following programs are available for Proposers to utilize should they be qualified

accordingly. Only those that are declared as mandatory or required are so expected of Proposers in order to be considered for award of the contract resulting from this RFP while meeting all other requirements, terms, and conditions as detailed under this RFP.

1. Small Business/Micro-Business & Non-Small Business Bid Preference

Certified small businesses or microbusinesses can claim the 5% preference when submitting a bid on a State contract. A non-small business may receive a preference of 5% if the business commits to subcontract at least 25% of its net bid price with one or more small businesses or microbusinesses. The 5% preference is used only for computation purposes, to determine the winning Proposer and does not alter the amounts of the resulting contract. The value of the preference is limited to \$50,000 when a contract award is based upon award to the lowest compliant bid. A contract awarded on the basis of the 5% preference is awarded to the small business, microbusiness or non-small business for the actual amount of its bid. The application of the SB Preferences is subject to the Government Code §14838. For additional information go to the following web site:

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

2. Target Area Contract Preference Act (TACPA), if applicable

Promotes economic development and employment opportunities in designated distressed areas, by offering bidding preferences in specified state contracts.

For more information: <http://www.documents.dgs.ca.gov/pd/poliproc/tacpage.pdf>

3. Disabled Veteran Business Enterprise (DVBE) Requirement

A 3% minimum DVBE Participation is REQUIRED to participate in this RFP. Responses not meeting this requirement will be deemed non-responsive and will not be considered.

In accordance with section 999.5(a) of the Military and Veterans Code (MVC) an incentive will be given to Proposers who exceed the DVBE program requirement. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

The following incentive award will apply. Incentive points will be applied to the non-cost points section for evaluation purposes.

Confirmed DVBE Participation of:	DVBE Incentive
4% and over	5%
3.0% to 3.9%	4%

For awards based on low price, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the lowest responsive, responsible bid is a California certified small business, the only Proposers eligible for the incentive will be California certified small businesses.

Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

An explanation of the Disabled Veteran Enterprise Program (DVBE) Incentive can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>.

4. Substitution of DVBE Subcontractors

In accordance to MVC §999.5(f), after being awarded a contract, the prime contractor shall use the disabled veteran business enterprise subcontractors or suppliers proposed in the Proposal to the state unless a substitution is requested and approved. The prime contractor shall request the substitution in writing to the awarding department and receive approval from both the awarding department and the California Department of General Services in writing prior to the commencement of any work by the proposed subcontractor or supplier. A substitution pursuant to this subdivision shall additionally comply with regulations adopted by the California Department of General Services.

5. Commercially Useful Function (CUF)

Only State of California, Office of Small Business and DVBE Services certified DVBEs who perform a commercially useful function relevant to this RFP, may be used to satisfy the DVBE program requirements. Proposers are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

Definition of Commercially Useful Function: California Code of Regulations, Title 2, § 1896.61(l) The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- 1) Is responsible for the execution of a distinct element of the work of the contract.
- 2) Carries out the obligation by actually performing, managing, or supervising the work involved.
- 3) Performs work that is normal for its business services and functions.
- 4) Is responsible, with respect to products, inventories, materials and supplies

required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable and making payment.

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

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

6. SB/DBVE Advocate Assistance

The CDPH Advocate listed herein can be contacted to provide assistance in identifying DBVE vendors that may perform a commercially useful function applicable to the scope of this RFP.

CDPH, SB/DVBE Advocate

Name: Cheryl Garvin

Email: Cheryl.Garvin@cdph.ca.gov

Phone: (916) 650-0134

V. CONTRACT AWARD

A. Letter of Intent to Award a Contract

Award of the contract, if awarded, will be to the most responsive and qualified Proposer, who earns the highest total score. A Letter of Intent to Award a Contract identifying the selected Contractor will be posted on the www.CaleProcure.ca.gov. All finalists that participated in Stage 1B will be notified by email regarding the contract award decision.

B. Confidentiality of Proposals

Financial records received by CDPH will be kept confidential and will be destroyed at the time of the Contract Award. All other portions of Proposal responses not containing financial or specific client billing detail requested will be subject to disclosure in accordance with the California Public Records Act (Government Code, Section 6250 et seq.) and may be reviewed and copied by the public if formally requested after CDPH posts the Letter of Intent to Award a Contract, except those portions of the Proposal that are exempt from disclosure as provided in the Public Records Act.

C. CDPH Rights

1. Rejection of All Proposals

Issuance of this RFP in no way constitutes a commitment by CDPH to award a

contract. CDPH reserves the right to reject any or all Proposals or portions of Proposals received in response to this RFP, or to amend or cancel this RFP if it is in the best interest of the State. CDPH may, at its sole discretion, cancel this RFP after the receipt of Stage 1 submissions if the number of submissions is inadequate or if there is insufficient competition among qualified proposers. In the event of such cancellation, CDPH may reissue a new RFP at a later date.

2. Verification of Proposer Information

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

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

3. Nonresponsive Proposals

A Proposal may be deemed nonresponsive and subsequently rejected if any of the following occurs:

- a. At any time, a submission is received after the exact time and date set forth in Section I(H), "Key Action Dates," for receipt of each submission.
- b. The Proposer fails to submit or fails to complete, and sign required Attachments as instructed in this RFP.
- c. The submission contains false, inaccurate, or misleading statements or references.
- d. The Proposer is unwilling or unable to fully comply with the proposed contract provisions.
- e. The Proposer supplies conditional cost information, incomplete cost information, or cost information containing unsigned/un-initialed alterations or irregularities.
- f. The Proposer alters CDPH documentation in any way.

D. Contract Award and Protests

1. Contract Award

- a. Award of the contract, if awarded, will be to the most responsive and qualified Proposer, who earns the highest total score. The highest scored proposal will

be determined after CDPH adjusts Proposer scores for applicable bidder preferences.

- b. CDPH shall award the contract only after CDPH posts a Notice of Intent to Award for five (5) working days. CDPH expects to post the Notice of Intent to Award before the close of business on the date and time stated in the section entitled, "Time Schedule" in a Contract Award Notices Binder which will be available for viewing by the public during normal business hours, at the following location:

California Department of Public Health
Centralized Contract Services Unit
1616 Capitol Avenue, First Floor Guard Station
Sacramento, CA 95814

- c. CDPH will mail, email, or fax a written notification and/or a copy of the Notice of Intent to Award to all firms that submitted a proposal.
- d. CDPH will confirm the contract award to the winning Proposer after the protest deadline, if no protests are filed or following the Department of General Service's resolution of all protests. CDPH staff may confirm an award verbally or in writing.

2. Settlement of ties

- a. In the event of a precise total high score tie between a responsive proposal submitted by a certified small business or microbusiness and a responsive proposal submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the DVBE firm per Government Code Section 14838(f) et seq.
- b. In the event of a precise total high score tie between a responsive proposal submitted by a firm that was granted non-small business subcontractor preference and a responsive proposal submitted by a certified small business or microbusiness, the contract will be awarded to the certified small business or microbusiness.
- c. In the event of a precise total high score between a responsive proposal submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and a responsive proposal submitted by a certified DVBE that is also a certified small business, the contract will be awarded to the certified DVBE.
- d. In the absence of a California law or regulation governing a specific tie, CDPH will settle all other precise total high score ties by making an award to the Proposer who earns the highest narrative or Technical Proposal score. If narrative or Technical Proposal scores are also tied, CDPH will settle the tie in a manner that CDPH determines to be fair and equitable (e.g., coin toss, lot

drawing, etc.). In no event will CDPH settle a tie by dividing the work among the tied Proposers.

3. Protests

a. Who can Protest?

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

b. 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).

c. Protest timelines

- i. If an eligible Proposer wishes to protest the intended contract award, the Proposer must file a "Notice of Intent to Protest" with both CDPH and the Department of General Services within five working days after CDPH posts the Notice of Intent to Award. The Notice of Intent to Protest may be quite brief. Any Notice of Intent to Protest filed more than five working days after CDPH posts the Notice of Intent to Award shall be untimely.
- ii. 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.

d. Submitting a protest

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

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

U.S. Mail, Hand Delivery or Overnight Express:	Email
Youth Cannabis Prevention Media and Social Marketing Campaign: Protest to CDPH RFP 20-10731 California Department of Public Health Centralized Contract Services Unit Attention: Feruzuddin Ahmadi Mail Station 1802 1616 Capitol Avenue, MS 1802 Sacramento CA 95814	Youth Cannabis Prevention Media and Social Marketing Campaign: Subject: Protest to CDPH RFP 20-10731 To: Feruzuddin Ahmadi Email: Feruzuddin.Ahmadi@cdph.ca.gov Phone: 916-324-0814

U.S. Mail, Hand Delivery or Overnight Express:	Email
Youth Cannabis Prevention Media and Social Marketing Campaign: Protest to CDPH RFP 20-10731 Protest to DGS RFP 20-10731 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	Youth Cannabis Prevention Media and Social Marketing Campaign: Protest to DGS RFP 20-10731 Dept. of General Services Office of Legal Services Email: OLSProtests@dgs.ca.gov

E. Contracts

The agency that is selected to provide media and social marketing services to CDPH will be required to sign a contract that details legal and programmatic obligations. The contract number will be 20-10731.

The successful Proposer must enter into a formal contract with CDPH in order to receive payment for services rendered. The contract shall incorporate, as an Exhibit or by reference, portions of this RFP and responses to this RFP that directly identify the work to be performed, performance timelines, methods and approaches, budget details, or other mandatory contract and performance requirements.

The successful Proposer should enter into a contract with CDPH no later than ten (10) state working days after the Proposer receives the fully execute contract from CDPH and must agree to the terms and conditions outlined in the contract language. Should the successful Proposer not be able to fulfill this obligation in the time allocated, CDPH will proceed to obtain a contract with the second-place Proposer.

Submission of Invoices: Contractor must be able to fund up to 60 days of payroll, indirect expenses, and operating costs, as well as expenditures incurred by a subcontractor or consultant prior to reimbursement by the State. The Contractor incurs expenses for the previous work period and is then reimbursed by invoice(s) submitted

to CDPH no more than once per quarter, in arrears. The State has up to 45 days to pay invoices.

F. Contract Forms and Exhibits

State contract forms and exhibits are available www.CaleProcure.ca.gov. Proposers should read these documents carefully to ensure that they will be able to comply with state contract terms. The terms and conditions in the contract forms and Exhibits are not negotiable. The contract resulting from this RFP will be prepared on a “Standard Agreement” (Form STD 213).

VI. ATTACHMENTS TABLE OF CONTENTS

To view the following documents, go to the website: www.CaleProcure.ca.gov.

STAGE 1A

- Attachment 1: Proposal Cover Page
- Attachment 2: Certification of California Office and Gross Billings
- Attachment 3: Guaranty
- Attachment 4: Conflict of Interest Certification

STAGE 1B

- Attachment 5: Agency Fact Sheet
- Attachment 6: Proposed Subcontractor Agency Fact Sheet
- Attachment 7: Proposed Account Staffing Chart
- Attachment 8: Client Reference Letters
- Attachment 9: Proposed Budget Summary
- Attachment 10: Bankruptcy and Litigation Disclosure
- Attachment 11: Contractor Certification Clauses (CCC-307)

Additional Attachments:

- Attachment 12: Payee Data Record (STD204)
- Attachment 13: Contractor's Confidentiality Statement
- Attachment 14: CUF Certification - CDPH 9096 A (3/17)
- Attachment 15: Bidders Declaration (GSPD-05-105)
- Attachment 16: Darfur Contracting Act - CDPH 9067 (7/17)
- Attachment 17: Iran Contracting Act
- Attachment 18: California Civil Rights Laws Certification
- Attachment 19: Business Information Sheet

VII. EXHIBITS TABLE OF CONTENTS

To view the following documents, go to the website: www.CaleProcure.ca.gov.

STD 213:	Standard Agreement Form
Exhibit A:	Scope of Work
Exhibit B:	Budget Detail and Payment Provisions
Exhibit B Attachment 1:	Budget Summary, Year 1 & Year 2
Exhibit D:	Special Terms and Conditions
Exhibit E:	Additional Provisions
Exhibit F:	Contractor's Release
Exhibit G:	Resumes

CDPH reserves the right to request that an employee of a Contractor and/or its subcontractor(s) be removed from performing any work on the contract and upon written notice to Contractor, the Contractor and/or its subcontractors shall assign a substitute employee that meets the performance expectations and terms and conditions of the Agreement and to the satisfaction of the State.

VIII. REFERENCES

1. NIDA. Media Guide. National Institute on Drug Abuse, 2 Jul. 2018
<https://www.drugabuse.gov/publications/media-guide>. [Accessed 8 May 2020].
2. Gobbi, G., et al. (2019). Association of Cannabis Use in Adolescence and Risk of Depression, Anxiety, and Suicidality in Young Adulthood: A Systematic Review and Meta- analysis. *JAMA Psychiatry*. 76(4):426–434.
3. Paige, KJ. & Colder, CR. (2020). Long-Term Effects of Early Adolescent Marijuana Use on Attentional and Inhibitory Control. *Journal of Studies on Alcohol and Drugs*. 81:2, 164-172.
4. Feeney, KE. & Kampman, KM. (2016). Adverse Effects of Marijuana Use. *Linacre Q*. 83(2):174:178.2020.
5. Brook, JS., et al. (2008). The Association Between Earlier Marijuana Use and Subsequent Academic Achievement and Health Problems: A Longitudinal Study. *The American Journal on Addictions*. 17: 155-160.318
6. California Healthy Kids Survey. 2017 – 2019. <https://calschls.org/reports-data/query-calschls/>.
7. California Poison Control System. www.calpoison.org.
8. California Department of Public Health. California opioid overdose surveillance dashboard. <https://discovery.cdph.ca.gov/CDIC/ODdash/>.

**Attachment 1
Stage 1
Proposal Cover Page**

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

Mailing Address *(Street address, P.O. Box, City, State, Zip Code)*

Person authorized to act as the primary contact for matters regarding this proposal:

Printed Name <i>(First, Last):</i>	Title:	
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Telephone number: ()	Fax number: ()	Email address, if applicable
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Person authorized to obligate this firm in matters regarding the resulting contract:

Printed Name <i>(First, Last):</i>	Title:	
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Telephone number: ()	Fax number: ()	Email address, if applicable
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(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign all proposal documents on behalf of the Board:

Printed Name <i>(First, Last):</i>	Title:	
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Signature of Proposer or Authorized Representative	Date:
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Attachment 2
Stage 1A
Certification of California Office and Gross Billings

By executing this Certification, the Proposer acknowledges they meet all minimum qualifications specified in the **Who May Submit A Proposal** section, that failure to comply with any of this Certification's terms may result in disqualification from participation in the Request for Proposals (RFP) process. The Proposer has reviewed, agrees to, and certifies the following:

- a) The Proposer is a currently operating, full-service marketing, advertising and/or social marketing agency. The Proposer must have an office located in California.
- b) The Proposer had at least **\$5 million** in gross billings in at least three of the past five years. Billings may include media placement billings purchased by an external media buying service, on behalf of the Proposer's clients.

Provide billings for each year:

2015: \$ _____ Fiscal or Calendar
2016: \$ _____ Fiscal or Calendar
2017: \$ _____ Fiscal or Calendar
2018: \$ _____ Fiscal or Calendar
2019: \$ _____ Fiscal or Calendar

The Proposer has not collaborated on this RFP with a competing Proposer, including other agencies that share the same holding company. There is no day-to-day shared management or staff with any other Proposer owned by the same holding company.

CDPH reserves the right to request documentation to support the above claims.

I, _____, certify that I am authorized to sign and certify the above requirements are met by my agency.

Signature of Authorized Representative

Date

Company Name (Exact legal name)

**Attachment 3
Stage 1A
Guaranty**

This Guaranty is to be completed by the agency or parent company of the agency. Check one of the boxes (A or B) below. The parent company, or the agency if there is no parent company, must sign the Guaranty and **include this Guaranty with your proposal Stage 1A submission.**

- A. The agency is not a subsidiary corporation, and the agency guarantees performance under any contract resulting from this Request for Proposals (RFP) with the full force and credit of all its assets.
- B. The agency is a subsidiary corporation, and it shall have this Guaranty completed by the parent corporation to guarantee the full and prompt performance of all covenants, terms, and conditions of any contract resulting from this RFP, throughout the entire term of the contract.

The undersigned certifies all of the following:

1. The parent company's full legal name is

2. The parent company (Guarantor) has the financial ability to meaningfully support such guaranty.
3. The representative signing this Guaranty is authorized to bind the Guarantor corporation.
4. For good and valuable consideration, receipt of which is hereby acknowledged, Guarantor is making this Guaranty.
5. Guarantor stipulates that if the contract is ultimately awarded to the subsidiary, California Department of Public Health (CDPH) will do so in reliance upon this Guaranty.
6. The undersigned corporate officer warrants (1) that he or she has personally reviewed all pertinent corporate documents, including but not limited to articles of incorporation, by-laws, and agreements between the parent and the subsidiary; and (2) that nothing in these documents in any way limits the capacity of the parent to enter into the contract or guaranty.
7. CDPH need not take any action against the agency, any other guarantor, or any other person, firm, or corporation, or resort to any security held by it at any time before proceeding against the Guarantor. Furthermore, Guarantor hereby waives any and all notices and demands which may be required to be given by any other statute or rule of law. Guarantor agrees that its liability hereunder shall be in no way affected, diminished, or released by any extension of time, forbearance, or waiver which may be granted the agency, its successor, or assignee, and that this Guaranty shall extend to and include all future amendments, modifications, and extensions of the contract and all future supplemental and other agreements with respect to matters covered by the contract which CDPH and the agency may enter into, with or without notice to or knowledge of Guarantor; but Guarantor shall have the benefit of any such extension, forbearance, waiver, amendment, modification, or supplemental or other agreement; it being the purpose and intent of the parties hereto that the obligation of Guarantor hereunder will be coextensions with, but not in the excess of, the obligations of the Guarantor, its successor, or assignee, under the contract.
8. Guarantor agrees that, unless otherwise agreed to by CDPH, Guaranty shall continue in full force and effect despite any change in the legal or corporate status of the subsidiary, including but not limited to its sale, reorganization, dissolution, or bankruptcy.

I, _____, certify that I am authorized to sign and bind my company to this Guaranty.

Signature of Authorized Representative

Date

Company Name

Attachment 4
Stage 1A
Conflict of Interest Certification

- A. This certification shall be completed by the Proposer and any proposed subcontractors.
- B. The California Department of Public Health (CDPH) intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, and employees, officers, and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest. For purposes of this certification and disclosing conflicts of interest, "Proposer/Contractor" includes holding companies, parent companies, and affiliate companies. Because of the complexities involved in defining potential conflicts of interest with the mission of CDPH, CDPH reserves the right to request further information if needed.
- C. Conflicts of interest include, but are not limited to, the following examples:
1. An instance when the Proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the Proposer/Contractor or any subcontractor has responsibility for the strategy, development, media purchasing, media planning, or media relations for the CDPH, Substance and Addiction Prevention Branch media and social marketing campaign and simultaneously has a direct and substantial contractual or corporate responsibility to promote, or assist in the promotion of, the use of, or the sale of tobacco, e-cigarettes, and/or cannabis, for a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of tobacco, e-cigarettes, and/or cannabis.
 2. An instance when the Proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the Proposer/Contractor or any subcontractor holds a position of interest, financial or otherwise, which would allow use or disclosure of information obtained while performing services for the Media Campaign, for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Media Campaign.
- D. If CDPH is aware of a known or suspected conflict of interest, the Proposer or Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Proposer or Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, before or after the award of the contract, the conflict will be grounds for rejection of the proposal and/or termination of the contract.
- E. The Proposer shall submit this Certificate during the Stage 1A of the proposal process. This Certificate shall bear the original signature of an official or employee of the Proposer who is authorized to bind the Proposer.
- F. This Certificate will be incorporated into the contract, if any, awarded from this Request for Proposals. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to CDPH prior to commencement of work by the subcontractor.
- G. During the entire term of the contract the Contractor and each subcontractor, via the Contractor, shall notify CDPH, Substance and Addiction Prevention Branch, 1616 Capitol Avenue, MS 8701, Sacramento, California, 95814, within ten (10) working days of any change to the information provided on this Certificate.
- H. CDPH's determination of a suspected or potential conflict of interest will be based on all of the Proposer's business affiliations and contractual relationships. If the Proposer or any of its subsidiaries or its parent company is in any way connected to, and/or involved with, and/or engaged in the exchange of information with a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of tobacco, e-cigarettes, and/or cannabis, the Proposer will be deemed to have a potential conflict of interest.

- I. If the Proposer has a suspected or potential conflict of interest, the Proposer shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect CDPH, and procedures to guard against the existence of an actual conflict of interest.

The undersigned hereby affirms that (check one):

- The statements above have been read, and the undersigned agency has determined that no conflict of interest exists.
- A suspected or potential conflict of interest does exist, and additional information (as described in I. above) is attached along with a plan to address the possible conflict of interest.

Signed: _____ **Title:** _____

Date: _____
Type or Print Name of Authorized Representative: _____

Agency: _____

**Attachment 5
 Stage 1B
 Agency Fact Sheet**

Agency Name:

Website:

Names and Titles of Principals:

A. Agency History and Ownership

1. Founding Date. What year was your agency founded?
2. Mergers and Acquisitions. List any subsequent mergers, acquisitions or name changes.
3. Current Ownership. Who are the current owners of your agency?
4. Parent Company/Affiliation. If applicable, indicate your parent company and the five largest companies/agencies based on media billings that are owned or affiliated with your parent company.

B. Current Agency Size and Clients

1. Current Agency Size. Summarize the total billings for calendar years (CY) 2017, 2018 and 2019, number of accounts, and number of full-time employees (FTE) currently being handled directly by your agency.

Calendar Year	Total Billings Per Year	Number of Accounts	Number of FTEs
2017			
2018			
2019			

2. Client History. Complete the chart below ranked by size of the agency's clients – indicating brands and/or product/services if not agency of record for client from January 1, 2017, to-date. Include a maximum of 25 clients with the following information:
 - a) Client name with the start and end date for all accounts.
 - b) Indicate the approximate size of each account in terms of annual billings. Accounts of \$1 million or more should be rounded to the closest \$1 million. Accounts less than \$1 million should be rounded to the closest \$100,000. **If there are Non-Disclosure Agreement (NDA) limitations, please provide a range.**
 - c) Indicate the status of each account as open or closed. For closed accounts, indicate the reason for discontinuation.
 - d) Indicate the number of full-time employees assigned to each account.
 - e) Indicate any accounts that have a clear and specific focus on:

- | | | | |
|-----------|--------------------------------------------------------------------------------------|-----------|-------------------------------------|
| H | Health-related | Y | Youth and Young Adults (ages 11-25) |
| A | Parents; guardians; caregivers; school staff and administrators; and/or other adults | ML | Multilingual |
| MC | Multicultural | | |

Client Name (Start-End Date)	Current Year Annual Billings Estimate and Media Placement	Account Status	Number of FTE's	Special Focus(es)
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		

Client Name (Start-End Date)	Current Year Annual Billings Estimate and Media Placement	Account Status	Number of FTE's	Special Focus
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		
<input type="checkbox"/> Agency of Record ()	<input type="checkbox"/> California Placement	Open Closed, Reason:		

C. Current Media Distribution

1. Spending by Media. Chart your agency’s current spending by media. Provide rough figures and percentages by media using the grid below.

Note for each medium whether media services were performed in-house or through a media buying service, with either an “I” for in-house or “B” for buying service to the right of the percentage.

PERCENTAGE BREAKDOWN BY MEDIA:

Television:	I/B	%
National		0%
Spot Broadcast		0%
Spot Cable		0%
Direct Response		0%

Digital:	I/B	%
Video		0%
Banners, other		0%
Social		0%
Search		0%

Radio/Out-Of-Home/Print:	I/B	%
Radio, include digital		0%
Outdoor		0%
Experiential		0%
Print		0%

Subtotal

Other: Please list any other media type and its spending percentage not found in the grid above.

I / B	%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**Attachment 6
Stage 1B
Proposed Subcontractor Agency Fact Sheet**

Subcontractor Agency Name:

Street Address:

City, State, ZIP:

Phone:

Website:

Names and Titles of Principals:

C. Agency Ownership

1. Current Ownership: Who are the current owners of your agency?

D. Agency Experience. Please respond to the below inquiries if they are applicable to your agency.

5. Collaboration Experience: Describe your experience working with an agency on the development of a media campaign.
6. Survey, Focus Group, and Public Opinion Research: Describe your experience developing, recruiting, administering, and analyzing public opinion or health behavior surveys for youth and young adults. Provide details about sampling methodology, survey measure development and validation, and survey administration methods. Describe the analytical methods used and how results were reported. Provide details about survey data management and data sharing procedures. Describe agency experience developing, recruiting, and conducting youth and young adult focus groups. Describe how focus group findings were analyzed and reported.
7. Evaluation Experience: Describe your experience evaluating the effectiveness of media and public health messaging campaigns. Provide details of any previous media campaigns evaluated. Include details about experience you have developing evaluation plans, evaluation reports, and evaluation methods, including but not limited to data collection and analysis, evaluation outcomes, and recommendations.

Attachment 8
Stage 1B
Client Reference Letters

Provide reference letters from three clients your agency served in the past three years. Include at least one reference for a similar account size. CDPH may conduct a reference check with other CDPH program staff that your agency has provided services to, currently or in the past. A negative reference may result in proposal rejection.

Please ensure that the below information is provided in the reference letter:

- Name of Firm
- Street Address, City, State, and Zip Code
- Contact person, title
- Telephone Number
- Email address
- Dates of service
- Value or cost of service
- Brief description of service(s) provided

**Attachment 9 Stage 1B
 Proposed Budget Summary Budget Year 1**

Personnel	SOW Reference	% FTE	Salary	Total Amount
			\$	-\$
			\$	-\$
			\$	-\$
			\$	-\$
			\$	-\$
			\$	-\$
TOTAL PERSONNEL				
Fringe Benefits			Percentage	\$
TOTAL PERSONNEL SERVICES				\$

Operating Expenses				Total Amount
Rent/Technology/Office Supplies				\$
Travel and Per Diem				\$
TOTAL OPERATING EXPENSES				\$

Direct Expenses				Total Amount
Net Media Cost				\$
Creative				\$
Formative Research				\$
Evaluation				\$
Subcontractor				\$
TOTAL DIRECT EXPENSES				\$

TOTAL PROPOSAL AMOUNT				\$ 7,000,000
------------------------------	--	--	--	---------------------

Added-Value Media				\$
TOTAL ADDED-VALUE*				\$

*This is separate from paid media buy. Added-value opportunities must be at 20% or more of annual media buy. Please refer to page 5 of Exhibit A: Scope of Work for additional guidance.

**Attachment 9 Stage 1B
 Proposed Budget Summary Budget Year 2**

Personnel	SOW Reference	% FTE	Salary	Total Amount
			\$	-\$
			\$	-\$
			\$	-\$
			\$	-\$
			\$	-\$
			\$	-\$
TOTAL PERSONNEL				
Fringe Benefits			Percentage	\$
TOTAL PERSONNEL SERVICES				\$

Operating Expenses				Total Amount
Rent/Technology/Office Supplies				\$
Travel and Per Diem				\$
TOTAL OPERATING EXPENSES				\$

Direct Expenses				Total Amount
Net Media Cost				\$
Creative				\$
Formative Research				\$
Evaluation				\$
Subcontractor				\$
TOTAL DIRECT EXPENSES				\$

TOTAL PROPOSAL AMOUNT				\$ 5,000,000
------------------------------	--	--	--	---------------------

Added-Value Media				\$
TOTAL ADDED-VALUE*				\$

*This is separate from paid media buy. Added-value opportunities must be at 20% or more of annual media buy. Please refer to page 5 of Exhibit A: Scope of Work for additional guidance.

Attachment 10
Stage 1B
Bankruptcy and Litigation Disclosure

Instructions: Respond “yes” or “no” to the following questions, and elaborate as indicated for each “Yes” response in the boxes below. Continue on a separate page if necessary. A “Yes” response is not necessarily grounds for rejection of a proposal or a rating of “Fail”

- a. Has your agency, or any key member of your agency, been involved in any litigation pertaining to your agency’s services since January 1, 2010? This includes litigation filed against your agency and by your agency. If so, briefly describe the litigation and the outcome.

Yes No

Description of litigation:

- b. Has your agency filed for bankruptcy since January 1, 2010?

Yes No

Circumstances of bankruptcy:

The undersigned certifies that the information provided regarding litigation and bankruptcy is true and complete.

Name of Proposer

Signature of Proposer	<i>Date Signed</i>
<i>Printed or Typed Name</i>	<i>Title</i>

Attachment 11
Contractor Certification Clauses

All Contractor must complete the Contractor Certification Clauses (CCC 04/2017) and include it with proposal. The Contractor Certification Clauses (CCC 04/2017) is available at the following website:

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

If you are unable to access this form, please contact the Department Contact on the cover page

Complete, sign and return form.

Attachment 12
Payee Data Record (STD204)

All Contractors must complete the Payee Data Record (STD 204) and include it with proposal. The Payee Data Record (STD 204) is available at the following website:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

If you are unable to access this form, please contact the Department Contact on the cover page.

Complete, sign and return form.

Attachment 13
Contractor's Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State and marked confidential for the purpose of responding to this RFP or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature of Representative

Date (mm/dd/yyyy)

Typed Name of Representative

Typed Name of Company

State of California-Health and Human Services Agency

California Department of Public Health

COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION
 Attachment 14

Solicitation Number: 20-10731

Every certified SB, MB & DVBE must complete this form if they will perform an element of the work.

1. BIDDER NAME(Completing Form)		
"DOING BUSINESS AS" (DBA) NAME:	OSDS CERTIFICATION #:	Expiration Date:
2. COMMERCIALLY USEFUL FUNCTIONS (CUF)		
All certified Small Business, Micro Business, and/or DVBE prime contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837 (d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE). A. Is the GSPD-05-105 or GSPD-05-106 attached? Yes <input type="checkbox"/> No <input type="checkbox"/> B. Std. 843 form attached, if applicable? Yes <input type="checkbox"/> No <input type="checkbox"/> Please answer the following questions, as they apply to your company for the goods and/or services being acquired in this solicitation: Mark all that apply: DVBE <input type="checkbox"/> Small Business <input type="checkbox"/> Micro Business <input type="checkbox"/>		
1	Will your business be responsible for the execution of a distinct element of the resulting work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Will your business carry out the obligation of the contract by actually performing, managing, or supervising the work involved?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Will you perform work that is normal for your business, service and functions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Will your business subcontract a portion of the work greater than would be expected by normal industry practices?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Will your business be responsible, with respect to products, inventories, materials, supplies required for the contract, negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A response of "No" in questions 1-3, & 5 or a response of "Yes" in question 4 may result in your quote being deemed non-responsive and disqualified.		
AUTHORIZING SIGNATURE (REQUIRED)		
The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.		
AUTHORIZED REPRESENTATIVE SIGNATURE:	TITLE:	
PRINTED NAME:	DATE:	
CDPH CPSS BUYER SIGNATURE:	PRINTED NAME:	DATE:

Attachment 15
Bidders Declaration (GSPD-05-105)

All Contractors must complete the Bidder Declaration Form (GSPD-05-105) and include it with proposal. The Bidder Declaration Form is available at the following website:

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

If you are unable to access this form, please contact the Department Contact on the cover page.

Complete, sign and return form.

**Attachment 16
 Darfur Contracting Act**

California Department of Public Health
 State of California--Health and Human Services Agency
 Contracts and Purchasing Services Section

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, 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 contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

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

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials 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) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

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

CERTIFICATION

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

<i>Company 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>	

**Attachment 17
Iran Contracting Act**

All Contractors must complete the Iran Contracting Act and include it with proposal.

The Iran Contracting Act is available at the following website:

<https://www.dgs.ca.gov/PD/Search-Results?search=Iran%20Contracting%20Act&topicCategoryFilters=&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&audienceCategoryFilters=&contenttype=&sort=relevance&eventCategoryFilters=&resourceCategoryFilters=&serviceCategoryFilters=&activeFilters=&page=1>

If you are unable to access this form, please contact the Department Contact on the cover page.

Complete, sign and return form.

Attachment 18
California Civil Rights Laws Certification

All Contractors must complete the California Civil Rights Laws Certification and include it with proposal.

The California Civil Rights Laws Certification is available at the following website:

<http://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf>

If you are unable to access this form, please contact the Department Contact on the cover page.

Complete, sign and return form.

**Attachment 19
 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
Name of Principal (If not an	Title:	Telephone Number	Fax Number
Street Address / P.O. Box		City	State Zip Code

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

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

California Certified Small Business Status N/A Microbusiness Small business NVSA
 Certified By DGS Certification _____ Expiration _____

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

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 _____ Expiration Date: _____
 No. _____

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

Disadvantaged Business Enterprise Status: N/A Approved by the Cal Trans, Office of Civil Rights.
 Certification number issued by Cal Trans: _____ Expiration Date: _____

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

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

Signature	Date Signed
Printed/Typed Name	Title

Public Records Information

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

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-10731

AUTHORITY PURCHASING NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

TBD

THROUGHEND DATE

September 30, 2022

3. The maximum amount of this Agreement is:

\$12,000,000 (Twelve Million Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B Attachment 1	Budget Summary – Year 1 and Year 2	2
Exhibit C*	General Terms and Conditions GTC 04/2017	GTC*
Exhibit D	Special Terms and Conditions	7
Exhibit E	Additional Provisions	6
Exhibit F	Contractor's Release	1
Exhibit G	Resumes	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

Please view at www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

IN WITNESS WHERE OF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

TBD

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, MS1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Sammy Wong

TITLE

Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

Contractor shall develop and implement a statewide media and social marketing campaign to educate youth and young adults (ages 11-25) about the risks and consequences of cannabis use and to influence youth attitudes, social norms, and perceptions of cannabis. The media should be designed to incorporate any new media platforms arising from the emergence of any new and culturally wide-spread networking technology and shall include research and identification of the optimal placement of message(s).

All copyrights, in all media content, in perpetuity, remain the property of CDPH. All materials, websites, social media, etc. developed by the contractor for CDPH will remain the property of CDPH upon conclusion of the contract.

2. Service Location

The services shall be performed on site at CDPH (1616 Capitol Avenue, Sacramento, California, 95814) or at the contractor's facility, which will need to be disclosed after award of this contract and can be subject to site inspections at any time.

3. Service Hours

The services shall be provided from 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, excluding holidays observed by the State.

4. Project Representatives

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

California Department of Public Health [Enter Name of CDPH Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: Xxxx.xxxx@cdph.ca.gov	[Enter Contractor Name] [Enter Name of Contractor's Contract Manager] Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXXX
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

B. Direct all inquiries to:

<p>California Department of Public Health Section or Unit Name Attention: [Enter name, if applicable] Mail Station Code XXXX Street address, room/suite number P.O. Box Number (e.g. 997413) City, CA, Zip Code (e.g., 95899-7413) Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: Xxx.xxxx@cdph.ca.gov</p>	<p>Contractor TBD Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: xxxxxxxx@xxxxxxxx</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

C. Either party may make changes to section 4A and 4B by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

D. All payments from CDPH to the Contractor; shall be sent to the following address:

<p style="text-align: center;">Remittance Address</p> <p>Contractor: (Legal Business Name) Attention: (Cashier) Address: City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: Xxx.xxxx@cdph.ca.gov</p>

5. **Services to be Performed**

Part 1: Media Work Plan

1. Conceptualize, develop, implement, monitor, and evaluate a multifaceted, statewide media and social marketing campaign.
2. Educate and inform the following priority audiences:
 - a. Youth and young adults (ages 11-25).
 - b. Parents; guardians; caregivers; school staff and administrators; and other adults, who will be a secondary audience, that are concerned about youth cannabis use.
3. Prepare and submit a work plan, including detailed deliverables, timeline, and budget. Strategies shall include but are not limited to, media outreach and interactive media. Work with the CDPH Project Coordinator to approve the proposed work plan. Include a specific social media outreach plan that identifies the priority audience and lists creative concepts, media assets, and other content.
4. Conduct formative research among the priority audience (youth and young adults 11-25 and parents; guardians; caregivers; and school staff and administrators) to document priority audience knowledge, attitudes, perceptions, and social norms around the use of

cannabis. Formative research must include focus groups that are geographically and demographically (e.g. age group, race/ethnicity) diverse. Focus groups may be attended by CDPH staff. Formative focus group moderator's guides shall be submitted to CDPH in advance. The anticipated number, location, and participant profiles of focus groups shall be specified in the Media Work Plan.

5. Conduct a comprehensive literature review of peer-reviewed research on youth cannabis use, knowledge, attitudes, social norms, factors influencing youth susceptibility to use, and the social and physiological impacts of cannabis on youth.
6. Consistently assess similar cannabis campaigns in other states. Assess key messages, priority audience, and research that pertains to outcomes related to each campaign.
7. Provide a Formative Research Report (FRR) based on focus group outcomes, comprehensive literature review, and assessment of other states' cannabis campaigns. The report will highlight the themes, concerns, concepts, knowledge, and norms that arose during focus groups. In addition to the literature review, the report will provide a synthesis of how the information collected will be used to develop key messaging and campaign strategies that will maximize media campaign impacts among California youth and young adults.
8. Conduct a multi-wave, scientifically rigorous, public opinion survey of youth and young adults (ages 11-25). The survey sample will aim to be representative of California's ethnically, culturally, and geographically diverse youth population. Survey development will include a review of existing youth surveys related to cannabis use, knowledge, attitudes, and norms; findings from formative focus groups; and consultation with CDPH. Validate and pilot test all survey measures and provide results of pilot testing to CDPH. Work with CDPH program and scientific staff to develop survey measures that inform media campaign messaging and enable the tracking of youth and young adult cannabis behaviors, knowledge, attitudes, perceptions, and social norms across California. Wave timing and survey frequency should be determined in consultation with CDPH staff, but must include at least four (4) waves to enable the use of survey results for campaign message, strategy, and program development and pre- and post-campaign evaluation. A Cumulative Survey Report (CSR) detailing the results of survey findings will be submitted to CDPH after each wave.

The primary topics of the survey will include:

- Knowledge, attitudes, social norms, and perceptions towards cannabis effects and harms, cannabis use, and other cannabis-related issues
- Current or new terminology used to describe cannabis products and their use
- Cannabis-related behaviors
- Awareness of the media campaign
- Demographics

9. Submit a Survey Research Plan (SRP) to CDPH for approval. The SRP must include: survey methods, including survey instrument development, sampling methodology, recruitment strategy, human subjects, data collection procedures and protocols, data analysis, and data management. All survey instruments must be submitted to CDPH for review and approval. If the survey will be administered online, provide CDPH with a live link for testing and approval. The SRP will also include a detailed description of how the survey will be integrated with the campaign evaluation. If different agencies are conducting the survey and evaluation components of the SOW, provide details in the SRP on how these agencies will work together, and with CDPH, to develop a survey that is responsive to both formative research and evaluation priorities.
10. Prior to the scheduled launch, conceptualize, develop, implement, and market test an age-specific, developmentally appropriate, and scientifically accurate media and social marketing campaign that creates credibility and trust among the priority audiences.
11. Work closely with CDPH technical experts and staff to identify and develop key messages, messengers, channels and products for the priority audiences. Under the guidance and direction of CDPH, review cannabis education efforts to date, determine goals, and evaluate new strategies.
12. Propose additional media and communication elements to strengthen the overall information campaign.
13. Submit a timeline, including media production, that details monthly project deliverables. Detail tangible media deliverables that will be available to the public by a specific date and for ongoing projects.

Part 1: Media Work Plan Deliverables/Performance Measures

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| <ul style="list-style-type: none">○ Submit and implement a Media Work Plan that includes goals, objectives, tasks, timelines, leads, performance measures, and baselines in sufficient detail. The Plan must include the tasks, services, and activities the Contractor would conduct to successfully meet CDPH's expectations as outlined in the SOW. Indicate dates that each task is expected to be completed. Describe the final product(s) that will be provided to CDPH upon completion of each task.○ Develop and market test a brand for the media and social marketing campaign.○ List key partners the Contractor would engage to complete each part of the plan and describe how the Contractor will utilize/involve them.○ Submit a Survey Research Plan (SRP) to CDPH.○ Conduct multiple waves of public opinion surveys (minimum of 4) and submit Cumulative Survey Reports (CSR), codebooks, and datasets to CDPH after each survey wave.○ Submit a comprehensive Formative Research Report (FRR) based on focus group and literature review findings and on the review of existing youth and young adult cannabis media messaging.○ Submit transcripts from focus groups to CDPH. |
| <ul style="list-style-type: none">○ Submit a timeline that details monthly project deliverables. |

Part 2: Media-based Public Education and Production

1. Identify priority audience and develop specific messaging.
 - a. Work with CDPH technical experts and staff to develop key messages and creative concepts for digital, print, audio, and video for the priority audiences. Develop strategies for media placement and message timing. The campaign should include population-based strategies and customized efforts to reach youth and young adults (ages 11-25).
 - b. Deliver timely and impactful messaging to priority audiences using specified media (television, digital, radio, outdoor/Out-of-Home, and print).
 - i. Implement media buys that utilize maximum negotiating methods to leverage deep discounts, bonus weight, media partnerships, and/or added-value opportunities, which must be at 20% or more of annual media buy.
 - c. Develop messaging and media concepts that:
 - i. Provide age-specific and developmentally appropriate information to youth and young adults (ages 11-25) regarding the risks and consequences of cannabis use and to influence youth attitudes, social norms, and perceptions of cannabis. At least 75% of messaging and communications must be directed towards youth and young adults (ages 11-25). The remaining percentage of messaging and communications must be provided to parents; guardians; caregivers; school staff and administrators; and other adults, who will be a secondary audience, that are concerned about youth cannabis use.
 - ii. Provide culturally appropriate, in-language messaging, and communications to multilingual and multicultural populations.
 - iii. Provide resources that can be utilized by local governmental and non-governmental organizations.
 - d. Use appropriate research in the creative development phase. Creative concepts shall be tested and include focus groups, to refine messaging, and to determine the most appropriate messages and media for each priority audience.
 - i. Prior to conducting creative testing, submit all materials (e.g., moderator's guides) in advance to CDPH for approval and direction.
 - ii. Detail the number of anticipated focus groups required for message testing in the media work plan.
 - iii. CDPH program and scientific staff will have the option to attend focus group sessions as requested.
 - iv. Provide CDPH with a summary of focus group message testing, all final focus group research materials, and reports.
 - v. Work with CDPH scientific and program staff to develop accurate, appropriate, and scientifically informed messages and products.
 - vi. Submit to CDPH all research used to develop creative concepts and messaging and amend messaging as necessary after substantiation by CDPH technical staff.
 - e. Work with CDPH to develop strategies for an effective social media presence that complements and augments other media outlets.
 - f. Incorporate new media platforms arising from the emergence of new, culturally appropriate, and wide-spread networking technology, including digital.

- g. Provide translation services, adaptation services, and coordination. Must provide in-language communication assets.
- h. Provide Americans with Disabilities Act Compliance (ADA) services for social and web-based content.
- i. Be agile and able to change media strategies, key messaging, and priority audience as the science behind cannabis use, abuse, and exposure evolves.
- j. All copyrights, in all media, in perpetuity, will remain the property of CDPH. All materials, websites, social media content, etc. developed by the contractor for CDPH will remain the property of CDPH upon conclusion of the contract.

Part 2: Media-based Public Education and Production Deliverables/Performance Measures

- Key messages and media concepts to educate youth and young adults (ages 11-25) about the risks and consequences of cannabis use and to influence youth attitudes, social norms, and perceptions of cannabis.
- At least 75% of marketing and communications must be directed towards youth and young adults (ages 11-25). The remaining percentage of messaging and communications must be provided to parents, guardians, caregivers and other adults, who will be a secondary audience, that are concerned about youth cannabis use.
- Detail the number and approach used for focus group message testing.
- A summary of focus group message testing findings, final report from focus group message testing, and recommendation on various messages and media concepts.
- Submit transcripts from focus group message testing to CDPH.
- Deliver timely and impactful messaging to priority audiences using specified media (television, digital, radio, outdoor/Out-of-Home, and print).
- Implement media buys that utilize maximum negotiating methods to leverage deep discounts, bonus weight, media partnerships and/or added-value opportunities, which must be at 20% or more of annual media buy.
- Plan to incorporate various media platforms.

Part 3: Media Campaign Tracking and Evaluation

Provide media tracking and media campaign evaluation services in order to measure the effectiveness of the media campaign. Work with CDPH to develop the focus of evaluation priorities and determine the most appropriate and cost-effective methods of measuring campaign impacts. Submit a comprehensive written evaluation plan to CDPH, which details how each evaluation priority will be measured and reported. Submit a detailed Interim Evaluation Report (IER) at the end of year one (1) and a Final Evaluation Report (FER) at the end of year two (2).

Evaluation Priority one:

1. Conduct evaluations of the effectiveness of media placement strategy and creative, as follows:
 - a. Using the required quarterly media placement reports, prepare quarterly post buy reports and analysis of ad effectiveness including media monitoring and optimization, summarized quarterly media buy reports and post-analysis, and a summary evaluation of the effectiveness of media placement implementation and outcomes.
 - b. Provide context and improvement strategies for key ad and website metrics including, but not limited to: impressions, reach, Gross Rating Points (GRPs), views, like/reactions, shares, comments, click-throughs, and website traffic.

Evaluation Priority Two:

2. Utilize the public opinion surveys to assess change in awareness of the campaign and knowledge of attitudes, social norms, and perceptions towards cannabis harms and consequences among the campaign's priority audience.
 - a. Work with survey subcontractor or agency (if different from the Evaluator) to develop survey measures and survey wave timing that are appropriate for pre- and post-campaign evaluation testing.

Part 3: Media Campaign Tracking and Evaluation Deliverables/Performance Measures

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| <ul style="list-style-type: none">○ Comprehensive media campaign evaluation plan<ul style="list-style-type: none">○ Evaluation plan should include a logic model, evaluation aims and hypotheses, evaluation methods, data analysis and management, human subjects, potential challenges, and an evaluation timeline.○ Interim and Final Evaluation Reports<ul style="list-style-type: none">○ Evaluation reports should include executive summary, evaluation overview and methods, evaluation findings, discussion, and recommendations.○ Quarterly post-buy reports and analysis of ad effectiveness○ Quarterly website, digital media, and social media metrics |
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Part 4: Contract Management and Reporting

1. Manage and monitor all campaign activities, current personnel, and subcontractors responsible for activities for the entire contract term, and as specified.
2. Prepare and submit a progress report quarterly of all work in progress. The progress report must include:
 - a. List of activities set for the reporting period.
 - b. Status of progress for each activity.
 - c. Status of deliverables.
 - d. Description of steps remaining for each uncompleted activity and expected completion date.
 - e. Factors that hindered the completion of activities, if applicable.
 - f. Steps taken (or plan to take) to overcome challenges, if applicable.

- g. Recommendations for improvement, if applicable.
 - h. Plans and steps for the next 6 months.
 - i. Appendices, if applicable.
 - j. Copies of materials, budget summaries, invoices, and other details as required by CDPH staff.
3. Detailed reports of media placement to be provided quarterly in a spreadsheet, upon request, that shall provide detailed information on actualized media:
 - a. Total impressions delivered, as applicable to each advertising medium.
 - b. Actual ratings delivered, as applicable for broadcast media.
 - c. Priority audience demographics, e.g., age, gender, racial/ethnic group used for planning and reconciling media performance.
 - d. Details by the Vendor, network, or station for each Designated Market Area (DMA), as applicable.
 - e. Dayparts by market, as applicable. Days aired and time(s) of day, upon request.
 - f. For digital, the click-through rates, cost per click, or the agreed upon key performance indicator.
 - g. Third party measurement and detailed viewer data, when available and requested by CDPH.
4. Develop a management and monitoring plan to keep CDPH informed of all campaign activities. Provide complete documentation for use in preparing reports on the campaign's implementation and outcomes. The Contractor should be prepared to attend weekly telephone status conference calls and meetings and conduct at least quarterly presentations to CDPH staff either remotely or in person.
5. To the extent permitted by law, provide CDPH with masters or originals of all approved advertising for the purpose of archiving and other legal uses.
6. Design, maintain, and monitor a system for substantiating facts used in marketing and other communications, which includes CDPH substantiation of facts used in marketing and other communications. Obtain internal legal review of finished advertisements prior to submission to CDPH for approval. Provide copies of scientific studies, research, and calculations used in advertisements or promotions. Ensure the validity of the facts and consistency of their use.
7. Develop a timely project-specific wrap-up report for all media activities as requested, detailing the effort from implementation to the results, including recommendations for continued leveraging of the activity.

Part 4: Contract Management and Reporting Deliverables and Performance Measures

- Quarterly reports containing the project plan, project plan updates, and work in progress, including risk management.
- Quarterly detailed reports of media placement to be provided in a spreadsheet.
- Management and monitoring plan for all campaign activities.
- Delivery of all media messaging and creative concept masters or originals.
- Matrix or system substantiating facts used to support marketing and other communications.

6. **CDPH's Responsibilities**

1. CDPH will appoint a Project Coordinator, who will provide approval of the Contractor's deliverables and coordinate payment of invoices upon such approval.
 - a. CDPH will appoint a Scientific Coordinator, who will provide scientific expertise and approval on deliverables related to formative research, media substantiation, and evaluation.
 - b. CDPH will appoint an Contract Monitor, who will process invoices and payment.
2. CDPH Project Coordinator will provide the Contractor with an initial understanding of the assignment and deliverable expectations.
3. CDPH must approve any staffing changes in advance of the change.
4. CDPH will provide staff, other users, and department management as appropriate to facilitate the performance of consulting tasks and creation of deliverables.

7. **Travel and Per Diem Reimbursement**

Travel reimbursement will be considered at the rates and instructions provided in Exhibit B #8. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Exhibit B, Budget Detail specified in Attachment 1 of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Shanna Schneider
California Department of Public Health
Center for Healthy Communities
Substance and Addiction Prevention Branch
Shanna.Schneider@cdph.ca.gov

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

- D. Invoices shall:
 - 1) Be prepared on Contractor letterhead. Invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Be submitted by the 10th calendar day of each quarter.
 - 3) Invoices must be submitted to CDPH electronically.
 - 4) Identify the billing and/or performance period covered by the invoice.
 - 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this Agreement shall not exceed:

The amounts payable under this agreement shall not exceed \$XXXXXX throughout the term of this agreement.

Contractor will be reimbursed for services satisfactorily performed based on the rate schedule in Exhibit B and Exhibit B Attachment 1 – Cost Calculation Worksheet.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable Agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

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

7. Progress Payment Withholds

- A. In accordance with the PCC Section 12112, the state shall withhold, from the total amount or from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the Project Coordinator/Contract Monitor determining that the Contractor has satisfactorily completed all of the required services related to the services within the scope of work.
- B. Progress payments may not be made more frequently than quarterly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total Agreement amount, regardless of Agreement length.
- C. Ten percent (10%) may be withheld by CDPH from each invoice submitted for reimbursement, under the following conditions:
- 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
 - 2) For individual services associated with a specific Agreement deliverable that has not yet been received or completed in its entirety.

- 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to CDPH; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of CDPH.

E. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

**Exhibit B - Attachment 1
Budget Summary, Year 1**

Personnel	SOW Reference	% FTE	Salary	Total Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL PERSONNEL				
Fringe Benefits			Percentage	\$ -
TOTAL PERSONNEL SERVICES				\$ -

Operating Expenses				Total Amount
Rent/Technology/Office Supplies				\$ -
Travel and Per Diem				\$ -
TOTAL OPERATING EXPENSES				\$ -

Direct Expenses				Total Amount
Net Media Cost				\$ -
Creative				\$ -
Formative Research				\$ -
Evaluation				\$ -
Subcontractor				\$ -
TOTAL DIRECT EXPENSES				\$ -

TOTAL BUDGET				\$ -
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Added-Value Media				\$ -
TOTAL ADDED-VALUE*				\$ -

*This is separate from paid media buy. Added-value opportunities must be at 20% or more of annual media buy. Please refer to page 5 of Exhibit A: Scope of Work for additional guidance.

**Exhibit B - Attachment 1
Budget Summary, Year 2**

Personnel	SOW Reference	% FTE	Salary	Total Amount
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL PERSONNEL				
Fringe Benefits			Percentage	\$ -
TOTAL PERSONNEL SERVICES				\$ -

Operating Expenses				Total Amount
Rent/Technology/Office Supplies				\$ -
Travel and Per Diem				\$ -
TOTAL OPERATING EXPENSES				\$ -

Direct Expenses				Total Amount
Net Media Cost				\$ -
Creative				\$ -
Formative Research				\$ -
Evaluation				\$ -
Subcontractor				\$ -
TOTAL DIRECT EXPENSES				\$ -

TOTAL BUDGET				\$ -
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Added-Value Media				\$ -
TOTAL ADDED-VALUE*				\$ -

*This is separate from paid media buy. Added-value opportunities must be at 20% or more of annual media buy. Please refer to page 5 of Exhibit A: Scope of Work for additional guidance.

Exhibit D Special Terms and Conditions

1. Cancellation

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

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author’s rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose

Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [*Enter Current Year e.g., 2007, etc.*], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

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

E. Third-Party Intellectual Property

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

F. Warranties

1) Contractor represents and warrants that:

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

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

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

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

I. Survival

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

3. Confidentiality of Information

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

4. Dispute Resolution Process

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

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- B. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- D. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. **Excise Tax**

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

Exhibit E Additional Provisions

1. Use of Disabled Veteran Business Enterprises (DVBE)

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

2. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

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

B. Insurance Coverage Requirements

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

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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 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.

4. **Incorporation of Proposal or Bid**

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

5. **Site Inspection**

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

6. **Subcontract Requirements**

Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three complete quotations which should be submitted or adequate justification provided for the absence of bidding.

- A. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- B. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- C. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- D. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- 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 shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- 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."

7. Documents, Publications and Written Reports

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

8. Procurement Rules

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

9. Prohibited Use of State Funds for Software

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

Exhibit F 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** 20-10731 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.
All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Exhibit G Resumes

This exhibit contains the resumes of Contractor staff or individual subcontractors that are known or expected to be assigned to perform work under this Agreement. If the identity of any person expected to hold an administrative, policy, or consultative role under this Agreement was unknown and whose resume was excluded from this exhibit and is identified/selected after contract execution, the resume of said individual shall be collected, attached to the funding program's contract copy, and incorporated herein by this reference.

It is understood that the Contractor's employment or contractual relationship with the individuals whose resumes are included herein may change during the course of the contract term and these individuals may be replaced by alternate persons approved by the State and whose resumes shall be collected, attached to the funding program's contract copy, and incorporated herein by this reference.