



State Council on Developmental Disabilities

www.sccd.ca.gov

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3831 North Freeway Blvd. #125
Sacramento, CA 95834



STATE OF CALIFORNIA

Gavin Newsom
Governor

**INVITATION FOR BID
Notice to Prospective Bidders
IFB – SDM-TAP Branding & Advertising Coordination Services
IFB SDM-TAP-2024A**

Updated on April 2, 2024

Updates are highlighted in this document.

March 8, 2024

You are invited to review and respond to this Invitation for Bid (IFB) for the Supported Decision Making - Technical Assistance Program (SDM-TAP) Branding & Advertising Coordination Services being offered by the State Council on Developmental Disabilities (SCDD).

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 4/2017) and Contractor Certification Clauses (CCC 4/2017) that may be viewed and downloaded at the following internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the Contract Manager listed below.

Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of bids is the responsibility of the bidder and cannot be overemphasized. Please ensure insurance requirements and, if applicable, prevailing wages are considered in your bid amounts.

In the opinion of the SCDD this IFB is complete and without need of explanation. However, if you have questions regarding this IFB please contact the below listed Program Manager. Please note that verbal information given will not be binding on the State unless such information is issued in writing as an official addendum to this IFB.

The deadline for bid submission is April 19, 2024, at 12:00 PM PST. Responses to this IFB and any required copies must be submitted to the address below:

Attention: Hannah Dunham, SDM-TAP
State Council on Developmental Disabilities
3831 North Freeway Blvd. #125
Sacramento, CA 95834

"The Council advocates, promotes & implements policies and practices that achieve self-determination, independence, productivity & inclusion in all aspects of community life for Californians with developmental disabilities and their families."

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A. Background

As mandated by the State of California (CA), the State Council on Developmental Disabilities (SCDD) operates the Supported Decision-Making – Technical Assistance Program (SDM-TAP). SDM-TAP is a statewide resource for people seeking information about SDM with a goal to increase the use of Supported Decision Making (SDM) statewide, especially in underserved communities. It provides support, education, guidance, assistance and training to Californians who wish to use or expand supported decision-making in their professional or personal life. To learn more, please visit the SDM-TAP website: <https://scdd.ca.gov/sdm-tap/>.

SDM-TAP will be administering contracts for a Resource Library (online), Warmline (free, non-emergency phone service), Evaluation, and Branding/Advertising Coordination. SDM-TAP will also be awarding a maximum of 5 grants to expand the understanding and use of SDM by families/individuals or professionals. Each applicant can apply for multiple SDM-TAP contracts and/or grants but can only receive 1 award. This means each applicant can only be awarded either 1 contract OR 1 grant.

B. Purpose and Description of Services

- 1) SCDD is looking for a contractor to create a branding guide for SDM-TAP to be used by each contractor and grantee, as well as SCDD and Federal Partners when communicating with the public about SDM-TAP. This branding guide will be informed by current SCDD branding and include developing a logo, multiple logo formats, providing guidance on logo usage, typography rules, color palettes, style overview, and a framework for visual, verbal, or written communication. It is mandatory that all aspects of the brand guide meet common accessibility guidelines and use plain language.
- 2) The contractor will be responsible for providing training to SDM-TAP staff, contractors, and grantees on the branding guide and how to use it.
- 3) The contractor will coordinate outreach campaigns that include all SDM-TAP contractors and grantees to ensure collaborative advertising opportunities are maximized, verify brand guidance is followed, and minimize any duplication of outreach efforts. For example, if a grantee is advertising a training, they should include a link to the resource library and warmline in the advertising.
- 4) The contractor will also define, establish, and manage a social media presence for SDM-TAP that will serve as a way for the public to learn about SDM and connect to other SDM-TAP contractors/grantees for support with SDM in their personal and professional lives. There will be an emphasis on connecting with parent/family/self-advocate support groups on Facebook.
- 5) The contractor must demonstrate and support an understanding of underserved populations, especially individuals with Intellectual or Developmental Disabilities (I/DD) along with mental health issues and aging concerns.
- 6) The anticipated term of the contract will be from June 1, 2024, through December 31, 2025. SCDD reserves the right to extend the contract term for up to 6 months. SCDD shall endeavor to give notice of its intention to extend the contract term at least sixty (60) days before expiration of the contract term.

- 7) At the end of the contract term, all logos, branding guidelines, social media accounts, and all other deliverables belong to SCDD.
- 8) The Bidder's required services are provided in Attachment 9, Sample Standard Agreement and Exhibits. The winning Bidder will be required to adhere to all Agreement terms as indicated in Attachment 9, Sample Standard Agreement and Exhibits. Please note that any red font language in the attached sample contract is for informational purpose only and will not appear in the final contract.
- 9) The Bidder must be advised of Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid, Bidder represents that it is not a target of Economic Sanctions. Should the State determine Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder's bid any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

C. Bidder Minimum Requirements

NOTE: Bidders that do not meet all minimum requirements will be rejected.

The bidder must disclose any current or known potential conflicts of interest regarding the SDM-TAP program or related contracts or grant programs the bidder is currently or may be engaged. SDM-TAP reserves the right to review and deny any bidder should the current bid, and any outstanding bids or contracts by the bidder, create a conflict of interest for SDM-TAP, SCDD, or the bidder. A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code §19990).

- 1) Licenses:
 - a. A Bidder must be registered with the State of California, Secretary of State, if required by law.
- 2) Insurance:

A Bidder must submit current proof of insurance for the following:

 - a. General Liability
 - b. Commercial Automobile Insurance
 - c. Worker's Compensation

A certificate of insurance (COI) may be provided as proof of insurance. The COI or proof of insurance documents will be named Attachment 7, Proof of Insurance, and be submitted with the bid. **Endorsements to insurance policies are not required for bid submission.** Endorsements to insurance policies are only required by the winning Bidder as indicated in Attachment 9, Sample Standard Agreement and Exhibits.

NOTE: Contact your insurance representative to ensure your insurance program satisfies the requirements of the sample contract found in IFB Attachment 9, Exhibit D, Section 9, prior to bidding.

- 3) References: Bidders must provide three (3) or more references. Required Attachment 5, Bidder References, must be completed and submitted with the bid submission. NOTE: References to include satisfactory job performance on operations within the last five (5) years that are similar to branding, advertising, and coordination services as required in this solicitation.
- 4) Pursuant to Public Contract Code section 10115 subdivision (c) and Military and Veterans Code (MVC) section 999.2 subdivision (a), Bidders must meet a Disabled Veteran Business Enterprise (DVBE) participation goal. The required participation for this agreement is 3%. Bidder must document the required DVBE program participation on Attachment 3, Bidder Declaration (GSPD-05-105).
NOTES:
 - Multiple DVBEs can be used to fulfill the requirements of this contract. Each DVBE must be listed on Attachment 3 (GSPD-05-105)
 - Pursuant to MVC section 999.5, only a DVBE who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder, or be used to qualify the Bidder, for DVBE participation.

D. Bid Requirements and Information

1) Key Action Dates

Listed below are the important action dates and times by which actions must be taken or completed. If SCDD finds it necessary to change any of these dates, it will be accomplished by addendum to this IFB and will be posted 10 days prior to the due date.

Event	Date	Time (PT)
IFB available to prospective bidders	3/8/2024	
Written Question Submission Deadline	3/22/2024	
Questions and Answers to be Posted	3/29/2024	
Deadline for Final Bid Submission	4/19/2024	12:00 p.m.
Bid Opening	4/19/2024	2:00 p.m.

2) Written Questions

- a. Bidders requiring clarification of the intent or content of this IFB, or on procedural matters regarding the competitive procurement process, may request clarification by submitting questions in writing. Bidders must submit questions to the Program Manager listed on the Notice to Prospective Bidders via email with the subject line “Questions Relating to IFB SDM-TAP-2024A SDM-TAP Branding & Advertising Services”. To ensure a response, questions must be received in writing by the date given for written questions in Key Action Dates (See Section C.1.). Question and Answer Sets will be provided to all Bidders and will be posted as an official Addendum. A Bidder who desires clarification or further information on the content of the IFB, but whose questions relate to a proprietary aspect of that Bidder’s bid submission and if disclosed to other Bidders, would expose that Bidder’s bid, may submit such questions in the same manner as above, marked “CONFIDENTIAL,” not later than the scheduled date specified herein to ensure a response. The Bidder must explain why any questions are of a sensitive nature. If SCDD concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence during the IFB process. If SCDD does not concur with the explanation of the proprietary aspect of the question(s), the question(s) will not be answered in this manner and the Bidder will be so notified.

- b. Requests for Changes to the IFB – If the Bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such requests must be submitted to the Program Manager by the date specified herein for written questions concerning the IFB. Such changes will be made at the sole option of SCDD. If SCDD determines that any requested change is in the best interest of the State, all Bidders will be notified of the change in the form of an Addendum to this IFB.

- c. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder will immediately notify SCDD of such error(s) in writing and request clarification or modification of the document. If a Bidder fails to notify SCDD, prior to the Deadline for Final Bid Submission, of an error known to the Bidder, or an error that

reasonably should have been known, the Bidder will bid at their own risk, and if awarded the contract, will not be entitled to additional compensation or time by reason of the error or its later correction.

3) Submission of Bid

- a. The bid submission is a mandatory step for all Bidders. Bidders are strongly encouraged to carefully read the entire solicitation prior to a submission of bid. The need to verify all documentation and responses prior to the submission of the bid cannot be overemphasized.
- b. Bids must be mailed to:

Attention: Hannah Dunham, SDM-TAP
State Council on Developmental Disabilities
3831 North Freeway Blvd. #125
Sacramento, CA 95834
- c. Bidders may contact ONLY the individual identified above and shall not contact other SCDD personnel for meetings, conferences or technical discussion related to this IFB. No questions may be answered by other SCDD staff. If Bidders are discovered to have contacted other SCDD personnel, SCDD may reject their proposal.
- d. The bid submission must be complete in all respects as described in this IFB. A bid submission may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A bid submission will be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements.
- e. If the Bidder believes that they will be providing SCDD with proprietary or confidential information as part of their bid, those aspects must be discussed with SCDD in the form of a Confidential Written Question not later than the scheduled key action date specified for Written Questions Submission Deadline to ensure a response. Please refer to Section C.2. Written Questions. SCDD will determine whether the Bidder may protect that information in their bid submission as proprietary or confidential. NOTE: Pricing, reports, terms and conditions would not be considered proprietary or confidential.
- f. A completed bid package must consist of all items identified in the Attachment 1, Bid Submission Attachment Checklist, including Attachment 1. Documents must be submitted in the order listed in Attachment 1, Bid Submission Attachment Checklist. A bid submission not including all required attachments will be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and is considered a material deviation which is cause for rejection.
- g. An individual who is authorized to bind the bidding firm contractually will sign Attachment 2, Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected. The "Bid/Bidder Certification Sheet" must be submitted with bid submission/package.
- h. Bids and related documents must be completed in ink, typewritten or electronically prepared. No erasures or "white out" are permitted. Errors may be crossed out and

corrections printed in ink or typewritten adjacent to the error. The person signing Attachment 2, Bid/Bidder Certification Sheet, must initial corrections, in ink.

- i. The bid submission implies no obligation on the part of SCDD to purchase or contract for services.

4) Rejection of Bid Submissions

- a. **A bid submission not received by the date and time specified in Section C.1. Key Action Dates, will be rejected.**
- b. The bid submission must not contain false or misleading statements, or provide contradictory attributes or conditions claimed by the Bidder. If, in the opinion of SCDD, such information was intended to mislead SCDD in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid submission.
- c. Deviations in the bid submission, whether or not intentional, may cause the bid submission to be non-responsive and not considered for award.
- d. Any material submitted by any Bidder in the final bid submission that is marked "CONFIDENTIAL" or "PROPRIETARY" will cause the entire bid submission to be deemed non-responsive and rejected.
- e. The State does not accept alternate contract language from a prospective contractor. A bid submission with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- f. SCDD is not required to award a contract. SCDD reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received and to accept all or any portion of a bid, if deemed in the best interest of the State and not contrary to law. SCDD's waiver of any immaterial deviation or defect will in no way modify the IFB documents or excuse the contractor from full compliance with the IFB specification, if awarded the contract.

5) Errors in the Bid Submission

- a. The Bidder is cautioned to not rely on SCDD during the evaluation to discover and report to the Bidder any defects and errors in the submitted documents. The Bidder, before providing a bid submission, should carefully proof their documents for errors and adherence to the IFB requirements.
- b. The Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the final bid submission deadline. Modifications offered in any other manner, oral or written, will not be considered.
- c. The Bidder may withdraw a bid by submitting a written withdrawal request to SCDD, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the final bid submission deadline. Bids may not be withdrawn without cause subsequent to final bid submission deadline.

- d. SCDD may modify the IFB prior to the key action date for submission of bids by posting an Addendum on the CSCR website, located at the following address:
<https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>
- e. SCDD reserves the right to reject any/all bid submissions. SCDD is not required to award an agreement.

6) Evaluation and Selection

- a. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b. At SCDD's option prior to award, bidders may be required to submit additional written clarifying information. However, the answers cannot change or alter the bid submission. Should a discrepancy exist between the answer provided and the bid submission, the bid submission will be considered correct. Failure to submit the requested written information as specified may be grounds for bid rejection.
- c. SCDD will verify and evaluate the bid submissions as described in the IFB to identify the lowest responsive responsible bidder. The further review may also include, but is not limited to:
 - i. Cost Sheet calculations have been verified;
 - ii. SB Preferences have been evaluated, confirmed and calculated;
 - iii. DVBE Participation Requirement and Incentives have been evaluated, confirmed and calculated;
 - iv. Darfur certification has been evaluated;
 - v. Iran certification has been evaluated;
 - vi. California Civil Rights Attachment has been evaluated;
 - vii. Largest tax delinquents eligibility confirmed;
 - viii. Corporate standing has been verified with State of California, Secretary of State;
 - ix. Review of Russia Sanctions, pursuant to EO N-6-22;
 - x. Validation of References
 - xi. Department of Industrial Relations (DIR) registration;
 - xii. Commercially Useful Function (CUF) analysis
- d. During further review, if any of the required documents are missing, SCDD may reject the bid submission as non-responsive. If any of the required documents are incomplete, SCDD may reject the bid submission as non-responsive. If any of the required documents have been modified or contain alterations, SCDD may reject the bid submission as non-responsive.
- e. The Bidder will need to complete the Cost Sheet including the calculations in the table(s) provided in IFB Attachment 8, Cost Sheet.
- f. The Total Calculated Amount identified in the cost sheet summary will become the Net Bid Amount. The Net Bid Amount will be used to determine the lowest responsive responsible bidder to apply preference and incentives, as applicable, in a Final Bid Tabulation.

Sample Final Bid Tabulation:

Bidder	A	B	C
Responsive & Responsible?			
Small Business (SB)			
NET BID AMOUNT			
Initial Ranking			
SB Preference Amount			
Subtotal			
Ranking after SB Preferences			
DVBE Incentive Percentage			
DVBE Incentive Amount			
Evaluated Bid Subtotal - 1			
Ranking after DVBE Incentives			
Evaluated Bid Subtotal - 2			
Final Ranking			

- g. SCDD will determine the validity of references, DIR registration, and signatory authority of winning bidder prior to awarding contract or posting Notice of Intent to Award. SCDD's determination of a bid being responsive and responsible will be final.
- h. Nothing in this section will require the awarding of the contract if no bids are received offering a contract price that, in the opinion of SCDD, is a reasonable price.

7) Award and Protest

- a. Contract award, if made, will be awarded to the Bidder whose bid has the lowest responsive responsible submission.
 - i. In the event of a tie, representatives of SCDD will flip a coin to determine the winning bidder. The coin flip will be witnessed and documented by two (2) or more SCDD employees. An SCDD designee will make the call on the coin toss.
- b. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.
- c. Upon written request by any bidder, a Notice of Intent (NOI) to Award will be posted on SCDD webpage five (5) working days before the award of the contract, if required by law. NOIs will be posted on the SDM-TAP homepage: <https://scdd.ca.gov/sdm-tap/>
- d. Any bidder wishing to protest the award must file an initial protest to DGS, Office of Legal Services (OLS) and SCDD, prior to the award of the agreement. When a protest has been submitted, the agreement will not be awarded until either the protest has been withdrawn or DGS/OLS has decided the matter. The written protest must be sent to the addresses below:

Department of General Services, Office of Legal Services (OLS),
Attention: Bid Protest Coordinator;
707 Third Street, 7th Floor, Suite 7-330;
West Sacramento, CA 95605;
Email Address: OLSProtests@dgs.ca.gov.

State Council on Developmental Disabilities
Bid Protest
Attention: Ken Da Rosa
3831 N. Freeway Blvd. #125
Sacramento, CA 95834
Email Address: ken.darosa@scdd.ca.gov

- e. Within five (5) days after filing the notice of protest, the Protestant will file with DGS a full and complete detailed written statement specifying the grounds for the protest. The notice of protest and the full and complete detailed written statement must be sent to the same addresses above.
- f. Both the initial protest letter and detailed written statement must include the IFB number and information identifying SCDD as the contracting agency and SCDD contact information.
- g. SCDD and OLS will accept protests via mail, email, courier, or personal delivery; the preference is via email. Protestants should include their email address and advise SCDD and the DGS Bid Protest Coordinator if they will accept service of documents pertaining to the protest via email.

8) Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et. Seq.) and subject to review by the public.
- b. If the solicitation is cancelled prior to award, SCDD will offer to return the bid at Bidder's expense. A Bidder may request that SCDD destroy the bid, rather than pay for its return.

9) Performance of Service

- a. Upon award of contract, the winning Bidder must provide a COI within ten (10) working days from award of contract. This COI will identify the required insurance as indicated in Attachment 9, Standard Sample Agreement, Exhibit D, Item 9, Insurance Requirement and will provide the required insurance endorsements as indicated in Attachment 9, Standard Sample Agreement, in Exhibit D, Item 9, Insurance.
- b. Upon award of the contract, the winning Bidder agrees to sign the contract on the State's Standard Agreement (STD 213), with Exhibits. The STD 213 (See sample contract agreement provided in Attachment 9, must be signed by an individual authorized to bind the firm contractually.
- c. Upon award of the contract, the winning bidder must provide a Payee Data Record STD 204 for each subcontractor listed on Attachment 3, Bidder Declaration (GSPD-05-105), within ten (10) working days.
- d. Upon award of the contract, the winning bidder may need to provide a DGS PD 843 Disabled Veteran Business Enterprise Declarations form if the contractor is a DVBE and

for all DVBE subcontractors identified on Attachment 3, Bidder Declaration (GSPD-05-105) within ten (10) working days. If you do not have Internet access, a hard copy can be provided by contacting the SCDD Contract Manager listed on the Notice to Prospective Bidders of the IFB. Otherwise, the DGS PD 843 is available at the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf

E. Preference and Incentive Programs

Preference and Incentive Programs are each identified below. When the Bidder satisfies the requirements and requests bid preferences and incentives, the Bidder must clearly identify in their bid submission for which of the programs it qualifies. Denial of those preference or incentive requests is not a basis for rejection of the bid.

1) Small Business Preference:

California Government Code (GC) section 14835, et seq., requires a five percent (5%) preference be given to Bidders who qualify as a California Certified Small Business (SB). The rules and regulations of this law, including the definition of a SB for the delivery of goods and services, are contained in California Code of Regulations, title 2, section 1896 et seq.

- a. A preference is available to a certified SB. A Bidder claiming this preference must be certified by the Office of Small Business and Disabled Veteran Enterprise Services (OSDS) as a SB. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

To be considered as a certified SB, the Bidder must have a complete application package on file with the OSDS by 5:00 p.m. on the Deadline for Final Bid Submission date. Questions regarding the certification approval process should be directed to the OSDS. A copy of the regulations, instructions and format for claiming the Small Business Preference is available at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

To claim the Small Business Preference please see Attachment 3, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder for a SB preference. A business that is performing a commercially useful function is one that does **ALL** of the following:

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

b. Non-Small Business Subcontractor Preference:

A preference is available to a non-small business (NS) claiming 25% California-certified small business subcontractor participation. A Bidder claiming this preference must list one or more SB subcontractor(s), whom the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the work performed under this contract.

To claim the Non-Small Business Subcontractor Preference please see Attachment 3, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may be used to qualify the Bidder for the Non-Small Business Subcontractor Preference. A business that is performing a commercially useful function is one that does **ALL** of the following:

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

2) Disabled Veteran Business Enterprise Requirement and Incentive:

There is a three percent (3%) DVBE participation minimum requirement for this contract. Pursuant to Military and Veterans Code Section 999.5, subdivision (a), an incentive will be given to Bidders who provide additional (more than the minimum requirement of 3%) DVBE participation on the contract.

The DVBE Incentive is as follows:

Confirmed DVBE Participation	Incentive
7% and above	5%
6% to 6.99%	4%
5% to 5.99%	3%
4% to 4.99%	2%
3.01% to 3.99%	1%
0% -3%	No incentive – minimum 3% participation required

A Bidder is eligible to receive this additional DVBE incentive if they are a certified DVBE or if a non DVBE Bidder commits to use a certified DVBE(s) as subcontractor(s).

a. Certified DVBE Bidder additional incentive considerations:

- i. Document DVBE participation on Attachment 3, Bidder Declaration (GSPD-05-105).

- ii. At the State's option a DVBE Bidder working in combination with other DVBE(s) will submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on Attachment 3, Bidder Declaration (GSPD-05-105). When requested, the written confirmation must be submitted via email within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.
- b. Non-DVBE Bidder additional incentive considerations:
- i. Commit to using certified DVBE(s) for more than 3% of the bid value.
 - ii. Document DVBE participation on Attachment 3, Bidder Declaration (GSPD-05-105).
 - iii. At the State's option prior to contract award, a Bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on Attachment 3, Bidder Declaration (GSPD-05-105). The IFB Acquisitions Analyst named in the solicitation may contact each listed DVBE, by mail, email, fax or telephone, for verification of the Bidder's submitted DVBE information. When requested, the document(s) must be submitted to the address specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.
- c. Locating DVBE Subcontractors
- i. State Resources: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov

To begin your search, click on "Small Business and Disabled Veteran Business Enterprise Services," then click "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov
 - ii. Local Resources: For a list of local DVBE organizations:
<https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/Referral-Organizations.pdf?la=en&hash=83C2593E5D854FB850909D64CEE110C00BE264BE>

NOTE: Pursuant to Military and Veterans Code section 999.5, only a DVBE who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder or be used to qualify the Bidder for a DVBE participation and/or DVBE incentive. A business that is performing a commercially useful function is one that does **ALL** of the following:

- i. Is responsible for execution of a distinct element of the work of the contract;
- ii. Carries out its obligation by actually performing, managing, or supervising the work involved;
- iii. Performs work that is normal for its business, services and function;

- iv. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices; and
- v. 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.

3) **TACPA Preference:** Pursuant to Government Code (GC) commencing with Section 4530, the Target Area Contract Preference Act (TACPA) preference applies for bids in excess of \$100,000 and in which the worksite is not fixed by the provisions of the contract. Bidders wishing to take advantage of this preference will need to review the following website and submit the appropriate TACPA request documentation with the bid:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

4) Applying Preference and Incentives

Preferences and incentives are used for bid tabulation purposes to determine the lowest responsive responsible bid. Strict adherence to the laws and regulations to apply the preferences and incentives will be followed. If awarded the contract, the preference and/or incentive does not alter the amount of the resulting contract. Please be aware that contracts awarded with applied preferences or incentives will be monitored throughout the life of the contract for compliance to statutory, regulatory and contractual requirements.

The SB preference of 5% will be applied when a responsible bidder that is not a CA certified SB submits the lowest responsive bid. NS will receive a 5% preference if the lowest responsive bid is not a SB. (Note: NS claiming SB subcontractor preference cannot displace an award from a certified SB.)

The DVBE incentive will be applied to each qualified bidder’s verified DVBE participation percentage from the number 1 ranked responsive and responsible net bid, regardless if the number 1 bidder is an SB/DVBE. If a SB is ranked number 1 after SB preference has been applied, the DVBE incentive is only calculated for bidders certified as SBs.

Sample bid tabulation with TACPA:

Bidder	A	B	C
Responsive & Responsible?	Yes	Yes	Yes
Small Business	SB	NS	No
NET BID AMOUNT	\$110,100.00	\$109,500.00	\$107,300.00
Initial Ranking	3	2	1
SB Preference Amount	\$5,365.00	\$5,365.00	none
Subtotal	\$104,735.00	\$104,135.00	\$107,300.00
Ranking after SB Preferences	2	1	3
DVBE Incentive	2%	None	3%
DVBE Incentive Amount	\$2,146.00		\$3,219.00
Evaluated Bid Subtotal - 1	\$102,589.00	\$104,135.00	\$104,081.00
Ranking after DVBE Incentive	1	3	2
TACPA Worksite	\$3,997.00	\$3,997.00	None
TACPA Workforce	None	\$1,599.00	None

Evaluated Bid Subtotal - 2	\$98,592.00	\$98,539.00	\$104,081.00
Ranking after TACPA Preferences	2	1	3

ATTACHMENT 1

BID SUBMISSION ATTACHMENT CHECKLIST

A complete bid submission will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid submission.

<u>Attachment</u>	<u>Required</u>	<u>Attachment Name/Description</u>
____ Attachment 1	YES	Bid Submission Attachment Checklist
____ Attachment 2	YES	Bid/Bidder Certification Sheet
____ Attachment 3	YES	Bidder Declaration
____ Attachment 4	YES	Payee Data Record
____ Attachment 5	YES	Bidder References
____ Attachment 6	YES	Certifications - Darfur Contracting Act
____ Attachment 6A	YES	Certifications - Iran Contracting Act
____ Attachment 6B	YES	Certifications – Unruh Civil Rights Act (California Civil Rights Laws Attachment)
____ Attachment 7	YES	Proof of Insurance
____ Attachment 8	YES	Cost Sheet
____ Attachment 10	YES	Contractor Certification Clauses (CCC 04/2017)

The following attachment is included in the IFB as reference only and should **not** be included in the bid submission.

<u>N/A</u> Attachment 9	NO	Sample Standard Agreement (STD 213) and Exhibits
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ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with electronic or original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. **Our all-inclusive bid is submitted as identified on IFB Attachment 1, Bid Submission Attachment Checklist.**
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Email Address
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your certification number below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there will be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a State or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your certification number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 3

BIDDER DECLARATION

A Bidder must complete the Bidder Declaration form GSPD-05-105, located at the following internet site: <http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

If you do not have Internet access, a hard copy can be provided by contacting the Contract Manager listed on the Notice to Prospective Bidders.

When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution.

The completed Bidder Declaration GSPD-05-105 must be included in the bid submission, as Attachment 3.

ATTACHMENT 4

PAYEE DATA RECORD

A Bidder must complete the Payee Data Record form STD 204, located at the following internet site:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

If you do not have Internet access, a hard copy can be provided by contacting the Acquisition Analyst listed on the Notice to Prospective Bidders.

The completed Payee Data Record STD 204 must be included in the bid submission, as Attachment 4.

ATTACHMENT 5

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

References to include satisfactory job performance on operations by the Bidder within the last five (5) years that are similar in scope and type of work required in this solicitation.

REFERENCE 1				
Name of Firm				
Street Address	City	State	Zip Code	
Contact Person	Telephone Number			
Dates of Service	Value or Cost of Service			
Brief Description of Service Provided				

REFERENCE 2				
Name of Firm				
Street Address	City	State	Zip Code	
Contact Person	Telephone Number			
Dates of Service	Value or Cost of Service			
Brief Description of Service Provided				

REFERENCE 3				
Name of Firm				
Street Address	City	State	Zip Code	
Contact Person	Telephone Number			
Dates of Service	Value or Cost of Service			
Brief Description of Service Provided				

ATTACHMENT 6

DARFUR CONTRACTING ACT

Bidder must complete and submit the Darfur Contracting Act Certification with their bid submission as Attachment 6.

Effective January 1, 2009, a company will not bid on or submit a proposal for a contract for goods or services without addressing the requirements of the Darfur Contracting Act of 2008 (Act). The Act was passed to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part). Understand that a scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services unless it has been granted permission by the Department of General Services. (Pub. Contract Code § 10477, subd. (a)). The Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a State agency for goods or services, if it is in the best interest of the State.

Public Contract Code Sections 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either:

1. A contractor that has NOT had business activities or other operations outside of the United States within the previous three (3) years;
or
2. A contractor that has had business activities or other operations outside of the United States within the previous three (3) years, but is NOT a scrutinized company per Public Contract Code section 10476;
or
3. A contractor that is a scrutinized company as defined in Public Contract Code section 10476, but has received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477, subdivision (b).

Darfur Contracting Act Certification

1. I, the official named below who is authorized to legally bind the bid submission, Certify under Penalty of Perjury that the contractor listed below has **NOT** had, within the previous three (3) years, business activities or other operations outside of the United States.

<i>Contractor/ Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

OR

2. I, the official named below who is authorized to legally bind the bid submission, Certify Under Penalty of Perjury that the contractor listed below has had, within the previous three (3) years, business activities or other operations outside of the United States, but is NOT a scrutinized company per Public Contract Code section 10476. This certification is made under the laws of the State of California.

<i>Contractor/ 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>

OR

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

<i>Contractor/ Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

ATTACHMENT 6A

Iran Contracting Act Certification

1. CERTIFICATION:

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution 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>

OR

2. EXEMPTION:

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/ Financial Institution Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date</i>

ATTACHMENT 6B

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES
DGS OLS 04 (Rev. 01/17)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

ATTACHMENT 7

PROOF OF INSURANCE

A Bidder must submit current proof of insurance as Attachment 9 for the following:

- General Liability
- Commercial Automobile Insurance
- Worker's Compensation

A certificate of insurance (COI) may be provided as proof of insurance. The COI and/or proof of insurance documents will be named Attachment 7 and be submitted with the bid submission. Endorsements to insurance policies are not required for bid submission.

Contact your insurance representative to ensure your insurance program satisfies the requirements of the IFB Sample Standard Agreement, Exhibit D, Section 9, prior to bidding.

ATTACHMENT 8

COST SHEET

IMPORTANT NOTICE: SCDD does not guarantee they will require the total quantity of work outlined herein.

Please fill out Table 1. Please insert dollar values out to **two decimal places** (i.e., \$0.18)

Table 1: Administrative & Staffing Costs

List administrative costs, including staffing. (Provide a summary of staffing plan.)	
	\$

Please note:

- The State will not pay for additional fees (i.e., tax, fees, shipping, travel and/or surcharges, etc.) not identified on Exhibit B, Attachment 1, Cost Sheet.
- The State does not guarantee any amount of work.
- All expected contract activities will occur virtually, and any travel costs will be approved on a case-by-case basis or be at the Contractor's expense.

ATTACHMENT 9

SAMPLE AGREEMENT

Reset Form

Print Form

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C*	General Terms and Conditions	
+		
-		

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

ATTACHMENT 10

Contractor Certification Clauses (CCC 04/2017)

A bidder must complete the Contractor Certification Clauses (CCC 04/201) which can be found at the internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If you do not have Internet access, a hard copy can be provided by contacting the Acquisition Analyst listed on the Notice to Prospective Bidders.

The completed Contractor Certification Clauses (CCC 04/2017) must be included in the bid submission, as Attachment 10.

EXHIBIT A

SCOPE OF WORK

1. SPECIFICATIONS

Contractor shall demonstrate and provide expertise in graphic design, marketing, and outreach campaigns. Contractor shall create a branding guide, train contractors and grantees on using branding guide, create and maintain a social media presence for SDM-TAP, and advise and coordinate the outreach efforts for contractors and grantees based on grantees' project objectives.

The branding guide shall include, but not be limited to:

- Commonly accepted accessibility and plain language standards.
- Logos including color, black and white, large, small, clear, and any other necessary logo formats.
- Guidance on logo usage.
- Overview of visual expression and how to use visual elements.
- Typography rules (fonts, type size, line height, etc.) keeping accessibility guidelines in mind.
- Illustration, icon, and photographic style overview (focusing on accessibility and inclusivity).
- Color palettes.
- Any other branding guidance appropriate for the SDM-TAP contractors and grantees.
- Branding guidelines will embrace inclusivity and plain language. Guidelines will be applicable in multiple languages and use ASL and captioning in social media posts.
- SCDD reserves the right for final approval of materials before release, publication, or posting.

Training on the branding guide:

- Contractor will provide training to SDM-TAP employees, contractor representatives, and grantee representatives on branding usage, expectations, and guidelines.
- Contractor will be available as a reference for branding related questions from SDM-TAP staff, contractors, and grantees.

Creating and maintaining an SDM-TAP social media presence will include:

- Creating SDM-TAP social media pages.
- Providing SDM-TAP staff with all administrative login information for social media pages.
- Coordinating SDM-TAP social media posts with grantees and contractors.
- Connecting SDM-TAP social media presence with communities of interest.

Advising and coordinating outreach efforts:

- Contractor will work with SDM-TAP staff, contractors, and grantees to coordinate outreach efforts, especially any printed materials, online materials, and social media efforts.
- Work to maximize cross utilization of outreach efforts and minimize duplication of outreach efforts across SDM-TAP funded activities.

2. PROJECT REPRESENTATIVES

A. The Contract Representatives during the term of this Agreement will be:

SCDD Contract Administrator	Contractor's Contract Administrator
Hannah Dunham, Project Manager Hilary Baird, Grant Analyst Walker Woodard, Grant Analyst SDMTAP@scdd.ca.gov 833-941-4292	To Be Determined

B. The State reserves the right to identify an SCDD Designated Representative in the absence of the SCDD Contract Manager.

C. Any changes in the Contractor's Contract Administrator must be reported in writing to the SCDD Contract Manager within 48 hours prior to the change.

3. PERFORMANCE DETAILS

A. The Contractor shall perform, coordinate, and complete the requirements of this Agreement in cooperation with any other Contractors, Subcontractors, Grantees, or State entities.

B. If any part or all of this job is to be subcontracted out, it is the Contractor's responsibility to ensure the work is performed to the specifications required by SCDD.

C. The Contractor is required to provide a listing of all potential subcontractors who may be used. The Contractor shall not use any subcontractors in states subject to travel restrictions stemming from California Government Code section 11139.8. A list of those states can be found on the California Attorney General's website (www.oag.ca.gov/ab1887).

4. SERVICE DETAILS

A. The Contractor must estimate and include in bid all miscellaneous costs, goods, or materials incidental to the service, including but not limited to any anticipated printing costs.

B. The State reserves the right to conduct on-site inspections of Contractor's and/or subcontractor's facility for integrity, quality control, at Contractor expense.

C. SCDD does not guarantee the amount of work or services that may be requested from the Contractor throughout the term of this Agreement.

5. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be prepared to provide a draft branding guide within 30 days of the execution of this contract.
- B. The Contractor shall be prepared to provide a training on the branding guide to SDM-TAP staff, contractors and grantees within 14 days of final approval of the branding guide by SDM-TAP Manager Hannah Dunham.
- C. The Contractor shall respond to questions and requests for assistance from SDM-TAP staff, contractors, and grantees within 2 business days.
- D. Contractor shall maintain and provide a log of questions and responses as a resource for SCDD personnel, other contractors, and grantees (e.g., FAQ page).
- E. Contractor shall create SDM-TAP social media accounts within 60 days of the execution of this contract. Platforms shall include Facebook and others as determined by contractor in discussion with SCDD staff.
- F. The contractor shall update SDM-TAP staff of all substantive changes to social media presence. SDM-TAP staff shall maintain final decision-making authority on all social media posts.
- G. The contractor shall provide data on social media usage to SDM-TAP staff or evaluator upon request. Data shall include # of site visits, # of click throughs on social media posts, # of times posts are shared on other pages or in groups, and others as determined by contractor in discussion with SCDD staff.
- H. The contractor shall provide an SDM-TAP Marketing calendar that includes, but is not limited to, planned updates/posts to SDM-TAP social media accounts and planned outreach campaigns by contractors/grantees (e.g., date printed flyers become available, date that e-flyers are distributed, date newsletters with SDM-TAP programs are published, etc.). The contractor shall update calendar as changes occur (no less than weekly).

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet.
- B. Itemized invoices shall be submitted in arrears of the service performed. Monthly invoices must be submitted with the Contractor's letterhead.
- C. Invoices will include:
- 1) Contract Number
 - 2) Date of Invoice
 - 3) Date of Service
 - 4) Description of Service(s), applicable rate(s) and total dollar amount
 - 5) As applicable, Contractor's California Certified Small Business Certification Reference Number or Disabled Veteran Business Enterprise Reference Number
 - 6) Contact phone number for billing questions
 - 7) Authorized signature from contractor
- D. Invoices must be submitted to the following individual at SCDD in either of the following methods (Do not do both, unless instructed):
- 1) By email to: sdmtap@scdd.ca.gov
Subject Line to include: IFB SDM-TAP-2024A, Branding & Advertising Invoice
 - 2) By certified mail to: **Attention: Hannah Dunham, SDM-TAP**
State Council on Developmental Disabilities
3831 North Freeway Blvd. #125
Sacramento, CA 95834
- E. Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as instructed. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.
- F. DVBE Withhold: Pursuant to Exhibit D, Section 7.F., this agreement is subject to a ten thousand dollar (\$10,000) withhold from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

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 the Contractor or to furnish any other considerations under this Agreement and the 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 the Contractor to reflect the reduced amount.
- C. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

3. PROMPT PAYMENT CLAUSE

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

4. CONTRACTOR OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

EXHIBIT B, ATTACHMENT 1

COST SHEET

Modified Cost Sheet from IFB Attachment 8 will be entered here upon contract award.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

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

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- E. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.
- F. If contract activities include collection of organic waste, the Contractor must be aware and adhere to Public Resources Code § 42649.1 et. seq. concerning organic waste recycling requirements. Organic waste includes: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
- G. The Contractor's, and any subcontractor's, own data center or cloud computing, where data may be stored, must be physically located in the continental United States. Remote access to data from outside the continental United States is prohibited.

2. 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 or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the SCDD Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the State Council on Developmental Disabilities within ten (10) days of the failed resolution at the following address:

State Council on Developmental Disabilities
Attn: Ken Da Rosa, Chief Deputy Director
3831 North Freeway Blvd. #125
Sacramento, CA 95834

- B. The Chief Deputy Director or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the Chief Deputy or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by Chief Deputy Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. HEALTH AND SAFETY PROVISIONS

- A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by DGS, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.
- B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

6. SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between SCDD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to SCDD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from SCDD obligation to make payments to the Contractor. As a result, SCDD shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

7. PREFERENCE PROGRAM- SB/DVBE

- A. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved in writing by the Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

- B. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).
- C. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:
- 1) The total amount the contractor received under the contract.
 - 2) The name and address of the DVBE that participated in the performance of the contract and the contract number.
 - 3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.
 - 4) That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.
- D. STD 817 shall be used for Contractor's certification and provided to the State's Contract Administrator. STD 817 is located at the following internet site:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>
- E. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)
- F. Withhold: Ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).
8. PREFERENCE PROGRAM- TARGET AREA CONTRACT PREFERENCE ACT (TACPA)
- A. Contractor understands and agrees that award of this contract was in part due to a TACPA worksite and/or workforce preference and is subject to monitoring and enforcement by the Department of General Services (DGS), Dispute Resolution Unit (DRU).
- B. The California Code of Regulations § 1896.40, authorizes the State to obtain information pertaining to contract performance and compliance. Contractor shall be required to complete and submit monthly preference reports. Forms and instructions are available at:
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd12-002.pdf>.
- C. Pursuant to GC 4535.1, a business that requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:
- 1) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
 - 2) In addition to the amount specified in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.

- D. Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Failure to comply and any violation of this preference may be cause for contract termination.

9. INSURANCE REQUIREMENT

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State 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) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the 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 State 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 the Contractor's obligations under the contract.
- 8) Subcontractors – If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.

- B. Commercial General Liability – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**

- C. Automobile Liability – Contractor shall maintain motor vehicle liability 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. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- D. Workers Compensation and Employers Liability – 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 Contract. Employer’s liability limits of \$1,000,000 are required. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**
- E. Errors and Omissions/Professional Liability- Contractor shall maintain Errors and Omissions/Profession liability with limits of not less than \$1,000,000 each incident and \$2,000,000 aggregate covering damages caused by negligent, acts or omissions. The policy retro date must be shown on a certificate of insurance and must be before the Contract date, or before the date contract work begins. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after the completion of work.
- F. Certificate of Insurance - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

State Council on Developmental Disabilities
Attn: Ken DaRosa
3831 North Freeway Blvd. #125
Sacramento, CA 95834

10. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
11. EVALUATION: Contractor will be evaluated based on the Contractor’s performance, which includes, but is not limited to, work product, adherence to timelines and deadlines, staffing, timely processing of contract task orders, accepting of work, and the level of success in meeting all other contractual agreements.

12. RUSSIAN SANCTION ORDERS: On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.