

Solicitation CFF 7377

First 5 California External Call Center Services

Bid Designation: Public

State of California

Bid CFF 7377

First 5 California External Call Center Services

Bid Number **CFF 7377**
Bid Title **First 5 California External Call Center Services**
Expected Expenditure **\$150,000.00** (This price is expected - not guaranteed)

Bid Start Date **Sep 10, 2015 1:20:59 PM PDT**
Bid End Date **Sep 28, 2015 12:00:00 PM PDT**
Question & Answer End Date **Sep 17, 2015 3:00:00 PM PDT**

Bid Contact **Erik Miyao**
916-263-1047
emiyao@ccfc.ca.gov

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

Description

First 5 California invites qualified firms to submit a bid to provide external call center and fulfillment services on behalf of the agency.



**NOTICE
TO ALL PROSPECTIVE BIDDERS**

September 10, 2015

**INVITATION FOR BID (IFB) NO. CFF 7377
External Call Center and Fulfillment Services**

First 5 California invites qualified firms to submit a bid to provide external call center and fulfillment services on behalf of the agency.

A copy of IFB No. CFF 7377 is enclosed. The IFB contains a description of the qualifications required and directions for preparation and submittal of your bid. The services required are defined in the Scope of Work (SOW) of this document. Failure to comply with any of the requirements may result in rejection of your bid.

For the purpose of this IFB, the Disabled Veteran Business Enterprise (DBVE) participation requirement is waived.

Below is the tentative time schedule for this procurement. All dates subsequent to the final bid submission are approximate and may be adjusted without an addendum.

Key Action Dates		
Event	Date	Time Pacific Standard Time (PST)
IFB available to prospective bidders	September 10, 2015	3:00 PM
Written Question Submittal Deadline	September 17, 2015	3:00 PM
Response to Written Questions	September 24, 2015	3:00 PM
Final Date for Bid Submission	September 28, 2015	12:00 PM
Public Bid Opening First 5 California Headquarters 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833	September 29, 2015	10:00 AM
Agreement Term	Upon Department of General Services approval through June 30, 2017	
Agreement Cost	Not to exceed \$150,000.00	

The IFB is available to prospective bidders via the **eProcurement System (BidSync)** webpage (formerly the California State Contracts Register) at <http://www.bidsync.com>.



Bidders must register with BidSync to receive addenda that may be issued, or for submittal of questions and to receive answers. If an addendum is issued, bidders will have five (5) business days following the addendum release date to submit questions.

First 5 California reserves the right to cancel or modify this IFB up until the award is executed. First 5 California has the discretion to waive non-material defects with any of the bids. Additionally, First 5 California is not responsible for any preparation costs incurred by parties submitting a proposal.

Procurement Official	Erik Miyao First 5 California Contracts and Procurement Office 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833 emiyao@ccfc.ca.gov (916) 263-1050
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First 5 California
IFB No. CFF 7377

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First 5 California
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INVITATION FOR BID NO. CFF 7377 EXTERNAL CALL CENTER AND FULFILLMENT SERVICES

A. Purpose

The purpose of this Invitation for Bid (IFB) is to solicit and secure a contractor with the knowledge, skills, ability, and staff to facilitate and coordinate the operations of an external call center and fulfillment services for First 5 California. The IFB takes into consideration the specific policy goals of First 5 California, the anticipated monetary and other resources available to First 5 California, and the complementary plans and objectives of the 58 county commissions. The specific tasks and deliverables associated with this IFB are included in the Scope of Work (SOW) of the sample Agreement. The sample Agreement and the bid will be made a part of the resulting Agreement.

First 5 California reserves the right to cancel or modify this IFB up until the award is granted.

First 5 California has the discretion to waive non-material defects with any of the bids. Additionally, First 5 California is not responsible for any preparation costs incurred by parties submitting a bid.

B. Project Description

The contractor shall provide “live” call center support services in Spanish and English between 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Standard Time (PST). The contractor shall respond to general inquiries as appropriate and will transmit requests for the First 5 California *Kit for New Parents (Kit)*. The *Kit* is a multi-media, multi-language resource with materials that emphasize the importance of a child’s early years. The contractor will provide referrals to programs that partner with First 5 California (e.g., the California Smoker’s Helpline). Additionally, the contractor will provide Interactive Voice Response (IVR) messaging support in English and Spanish during irregular hours, including weekends, and provide IVR messaging support in Cantonese, Mandarin, Korean and Vietnamese 24 hours a day, 7 days a week.

First 5 California currently contracts with a vendor to provide fulfillment services for the *Kit*, which is ordered through the toll-free 1-800 telephone number. The contractor will provide fulfillment services for individual requests for collateral materials, such as posters, flyers, brochures, fact sheets, and other information to support media campaigns, including orders for the *Kit*, to the fulfillment vendor contracted with First 5 California. The contractor also will fulfill requests for bulk shipments within California of the First 5 California cookbook upon request.

The scope of this Agreement encompasses activities through the full implementation period through June 30, 2017.

C. Conflict of Interest and Follow-on Contracts Advisement

All bidders are reminded that it is their responsibility to ensure compliance with all Terms and Conditions that apply to conflict of interest and follow-on contracts before submitting a bid.

D. Contract Term

The term of the Agreement is "Upon Department of General Services (DGS) Approval through June 30, 2017." First 5 California reserves the right by mutual agreement to extend the term of the resulting Agreement for one additional year. Contract extensions are subject to satisfactory performance, funding availability, and approval by DGS.

The resulting Agreement will be of no force or effect until it is signed by both parties and approved by DGS. The successful bidder is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered if all approvals ultimately cannot be obtained.

E. Scope of Work

Reference the Agreement, "Scope of Work," which is included in this IFB, and contains a detailed description of the services and work to be performed as a result of this procurement.

F. Minimum Qualification Requirements

By submitting a bid and returning Attachment 2, Certification of Minimum Qualification Requirements, each bidder certifies it meets the minimum qualification requirements for this solicitation.

1. Bidders must certify their willingness to comply with all terms and conditions addressed in the IFB section entitled, "Contract Terms and Conditions," including those terms in the referenced exhibits.
2. Bidders must provide a copy of their business license in the county/city in which they are incorporated; or Corporations must certify they are in good standing with the Secretary of State and qualified to conduct business in California.
3. Bidders must provide résumés for each major contract participant who will exercise a major role (Owner, Managers, and Supervisors) in carrying out the services.
4. Bidders must provide a copy of staff or subcontractor certifications, or equivalent for Spanish, Cantonese, Mandarin, Korean, and Vietnamese.

G. Bidder Questions

Bidders shall notify First 5 California immediately if clarification is needed regarding the IFB. Bidders shall submit their inquiry in writing and transmit it to First 5 California as instructed below. Bidders that fail to report a known or suspected problem with the IFB or fail to seek clarification and/or correction of the IFB shall submit a bid at their own risk.

1. What to Include in an Inquiry

- (a). Bidder name, name of firm, telephone number, fax number, e-mail address, and solicitation number
- (b). A description of the subject or issue in question or discrepancy found
- (c). IFB page number or other information useful in identifying the specific problem or issue in question
- (d). Remedy sought, if any

2. Question Submission

First 5 California will accept e-mail or faxed inquiries only. These must be addressed to the First 5 California contact listed on the IFB Notice and received no later than the Written Question Submittal Deadline. At its discretion, First 5 California may contact an inquirer to seek clarification of any inquiry received.

H. Bid Format and Content Requirements

1. General Instructions

- (a) Each bidder may submit only one bid. If a bidder submits more than one bid, First 5 California will reject all bids submitted by that bidder.
- (b) Develop bids following all IFB instructions and/or IFB addenda.
- (c) Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear, or that are not fully understood.
- (d) Arrange for timely delivery of the bid package to the specified address. It is not recommended for bidder(s) to wait until immediately before the bid submission deadline to submit the bid.

2. Number of Bid Copies

- (a) The bidder must provide one (1) printed **Master** copy of its bid and any supporting documentation, clearly labeled "Master." The master copy must include original signatures by a person who is authorized to bind the bidder on all required signature lines (e.g., cover letter, forms, certifications, etc.).

- (b) In total, the bidder must submit three (3) complete bid response packages, which consists of one “**Master**” bid response package and two (2) complete copy sets of the Master. The “Master” bid package must contain all original signatures. All bids must be submitted under sealed cover which is to be plainly marked “*External Call Center and Fulfillment Services* for IFB No. CFF 7377.” **Bids not received by the date and time specified in the IFB Notice will be rejected.**

If discrepancies are found between two (2) or more copies of the bid responses, the bid may be rejected. However, if not rejected, the Master copy will be the basis for resolving discrepancies.

3. Required Bid Components

A complete bid will contain the following components and all applicable attachments as described in Attachment 1, Required Documents Checklist.

(a) Cover Letter

Bidders shall include a cover letter signed by a person authorized to contractually bind the bidder.

(b) Resumes

In order to demonstrate mandatory staffing qualifications, bidders shall submit resumes for key personnel [owner(s), manager(s), and supervisor(s)].

(c) Staff Certifications

Bidders must provide a copy of staff or subcontractor certifications, or equivalent for Spanish, Cantonese, Mandarin, Korean, and Vietnamese.

(d) Cost Sheet

Bidders shall complete the Sample Cost Sheet. The Sample Cost Sheet and instructions are included as Exhibit B-1 in the sample Agreement.

(e) Required Attachments/Documentation

Attachment 1 lists the documents, including (a) through (d) above, that must be submitted as part of a responsive bid package. This section specifies the order and content of each bid and, where applicable, indicates form/attachment completion instructions. When completing the Attachments, follow the instructions appearing on the attachment. Do not submit supplemental information or other materials not requested by First 5 California.

4. Proprietary Information

Any documentation submitted which has been marked "Confidential" or "Proprietary" will not be accepted. All documents submitted in response to this IFB will become the property of the State of California and are subject to release under the California Public Records Act, Government Code section 6250, et seq.

I. Submission of Bids

1. Submission Instructions

First 5 California will not open or read bids that do not comply with this subsection.

- (a) Assemble together a Master and two (2) complete copies of the bid package. Place the "Master" bid package on top, followed by the two (2) copies.
- (b) Place the Master and all duplicated sets in a single envelope or package. Seal the envelope or package.
- (c) Mail or arrange for hand-delivery of the bid package to First 5 California's Procurement Official. Bids may not be transmitted electronically by fax or e-mail.
- (d) First 5 California must receive the bid package, regardless of postmark or method of delivery, no later than the date and time specified in the IFB Notice. **Postmarks will not be accepted.**
- (e) Mail or deliver bids to First 5 California's Procurement Official listed in the IFB Notice. If mailed, First 5 California recommends bidders use a mail carrier that will provide a verification and certification of the delivery date. The bidder is responsible for ensuring the bid is received by First 5 California within the specified timeframe. First 5 California assumes no responsibility for untimely delivery, lost mail, or any other failure to comply with this section.

2. Proof of Timely Receipt

- (a) First 5 California staff will attach a bid receipt to each bid package/envelope received. If a bid package is hand-delivered, First 5 California staff will give a bid receipt to the hand carrier upon request.
- (b) To be timely, First 5 California must receive bid packages at the stated place of delivery no later than the date and time specified in the IFB Notice. U.S. postmarks will not serve as proof of timely delivery.
- (c) First 5 California will deem packages that have not complied with the terms outlined in section I.1., as nonresponsive.

3. Bidder Costs

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to First 5 California or be included in any cost element of a bidder's price offering.

J. Public Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date and time will be publicly opened and read on the date and time specified in the IFB Notice, at the following address:

First 5 California
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270

Bidders that plan to attend the public bid opening must notify the Procurement Official listed on the IFB Notice within three (3) business days before the bid opening date specified in the IFB Notice. If applicable, a bidder must identify any reasonable accommodation(s) that would be required for participation.

Bidders that attend the public bid opening must check in at the front desk. Bidders are encouraged to be on time, as the bid opening will commence precisely at the time specified in the IFB Notice.

K. Bid Requirements and Information

1. Nonresponsive Bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause First 5 California to deem a bid nonresponsive:

(a) Failure of a bidder to:

- 1) Meet bid format/content or submission requirements, including, but not limited to, the sealing, labeling, and/or timely and proper delivery of bid packages.
- 2) Submit all required documents listed in Attachment 1 of this IFB.

(b) If a bidder submits:

- 1) A bid that is conditional, materially incomplete, or contains material alterations or irregularities of any kind.
- 2) Cost information in a format contrary to the IFB instructions.

- 3) False, inaccurate, or misleading information or falsely certified compliance on any bid attachment.
- (c) If First 5 California discovers, at any stage of the bid process or upon contract award, that a bidder is unwilling or unable to comply with the contract terms, conditions, and exhibits cited in this IFB and/or the resulting contract.
- (d) If other irregularities occur in a bid response that are not specifically addressed herein (e.g., the bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.).

2. Bid Modifications after Submission

- (a) All bid packages must be complete when submitted. However, an entire bid package may be withdrawn prior to the bid submission due date. The bidder may resubmit a new bid package by the bid submission due date specified in the IFB Notice.
- (b) To withdraw and/or resubmit a new bid package, a bidder shall follow the instructions appearing in section K.4., entitled, "Withdrawal and/or Resubmission of Bids."

3. Bid Mistakes

If prior to Agreement award, award confirmation, or Agreement signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify First 5 California and submit a written request to withdraw its bid following the procedures set forth below in section K.4.(b).

4. Withdrawal and/or Resubmission of Bids

- (a) Withdrawal deadline
 - 1) Bidders may withdraw their bids any time prior to the bid due date.
- (b) Submitting a withdrawal request
 - 1) Submit a written withdrawal request signed by an authorized representative of the bidder.
 - 2) Label and submit the withdrawal request through U.S. mail, hand delivery, or fax to the First 5 California Procurement Official in the IFB Notice.
 - 3) Bidders must call (916) 263-1050 to confirm receipt of a faxed withdrawal request, and follow up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submittal of the fax.

Although a signed withdrawal request is required before First 5 California will return/release a bid package to a bidder, First 5 California may grant an exception if the bidder informs First 5 California that the bidder will submit a new or replacement bid package immediately following the withdrawal.

(c) Resubmitting a Bid Package

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

5. Evaluation and Selection

First 5 California will use the following process to evaluate timely bid packages:

(a) Public bid opening/reading

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

(b) Bid package review

- 1) Shortly after the public bid opening and reading, evaluators will convene to review each bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
 - 2) If deemed necessary by First 5 California, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all bid requirements.
 - 3) If the materials submitted by a bidder do not prove, support, or substantiate the claims made on the Required Documents Checklist, the bid will be deemed nonresponsive and rejected from further consideration.
- (c) If applicable, First 5 California will adjust bid amounts for any claimed preference following confirmation of eligibility with the Department of General Services (DGS).
- (d) First 5 California shall post a Notice of Intent to Award notification in its reception area if requested in writing by any of the bidders. (California Public Contract Code (PCC) section 10345).

6. Contract Award and Protests

(a) Contract Award

- 1) The Agreement, if awarded, will go to the responsive and responsible bidder with the lowest average cost as shown in Exhibit B-1, Line D. The lowest bid will be determined after First 5 California adjusts bidder costs for applicable preferences as listed in section L., State of California Preference Programs.
- 2) If First 5 California awards to the lowest responsible bidder and no requests have been made to publicly post the Notice of Intent to Award, First 5 California will award the Agreement without delay.

(b) Settlement of Tie Bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or micro business and the lowest responsive bid submitted by a certified DVBE that also is a certified small business, the Agreement will be awarded to the DVBE bidder as required by California Government Code section 14838(f).
- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or micro business, the Agreement will be awarded to the certified small business or micro business.
- 3) In the absence of a California law or regulation governing a specific tie, First 5 California will settle all other tie bids by a coin toss to determine the bidder entitled to the contract award. In no event will First 5 California settle a tie by dividing the work among the tied bidders.

(c) Protests

Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the lowest bidder, the lowest bidder shall be notified by electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the Agreement.

Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency.

If any bidder, prior to the award of Agreement, files a written protest in accordance with California Public Contract Code (PCC) section 10345, with DGS, Office of Legal Services, on the grounds that the bidder is the lowest

responsive responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has resolved the protest.

Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement shall be mailed to First 5 California by certified or registered mail.

7. Disposition of Bids

- (a) All materials submitted in response to this IFB will become the property of First 5 California and, as such, are subject to the California Public Records Act (California Government Code section 6250, et seq.). First 5 California will disregard any language by the bidder purporting to render confidential any or all portions of the bid package.
- (b) Upon posting of a Notice of Intent to Award, if requested, all documents submitted in response to this IFB and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (California Government Code section 6250 et seq.). However, bid contents, bidder correspondence, selection working papers, or any other medium shall be deemed confidential until the Notice of Intent to award is posted.

8. Inspecting or Obtaining Copies of Bids

- (a) Who can inspect or copy bid materials:

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

- (b) What can be inspected/copied and when:

- 1) After First 5 California releases the IFB, any existing bidders list (i.e., list of bidders to whom this IFB is sent) is considered a public record and will be available for inspection or copying.
- 2) On or after First 5 California releases the Notice of Intent to Award, all bids, bidders list, conference sign-in/attendance sheet, checklists, and/or evaluation sheets become public record. These records shall be available for review, inspection, and copying during normal business hours by appointment only.

(c) Inspecting or obtaining copies of bid materials:

Persons wishing to view or inspect any bid-related materials must identify the items they wish to inspect and must make an inspection appointment by contacting the First 5 California Procurement Official listed in the IFB Notice.

Persons wishing to obtain copies of bid materials may submit a written request to the First 5 California Procurement Official listed in the IFB Notice. The requestor must identify the items they wish to have copied. Materials will not be released from First 5 California premises for the purposes of making copies.

A check covering copying and/or mailing costs must be received prior to release of the materials. Copying costs are charged at a rate of **ten cents** per page. First 5 California will fulfill all copy requests as promptly as possible.

9. Verification of Bidder Information

By submitting a bid, bidders agree to authorize First 5 California to:

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

10. First 5 California Rights

In addition to the rights discussed elsewhere in this IFB, First 5 California reserves the following rights:

- (a) IFB corrections:
 - 1) First 5 California reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in the IFB Notice.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, or any other procedural changes to the IFB.
 - c) Waive any IFB requirement or instruction through an addendum for all bidders if First 5 California deems a requirement or instruction to be unnecessary, erroneous, or unreasonable.

- d) Allow bidders to submit questions about any IFB change, correction, or addenda.
- 2) If applicable, First 5 California will post online clarification notices or addenda to inform all potential bidders receiving this IFB.

If First 5 California determines appropriate, exceptions may occur to extend the submission deadline. If this occurs, First 5 California will notify potential bidders of the extension by posting an addendum online via BidSync.

(b) Collecting information from bidders:

- 1) First 5 California may request a bidder to submit additional documentation following the bid opening and/or evaluation. First 5 California will advise the bidders orally, via e-mail, or in writing of the documentation required and the timeline for submitting it. First 5 California will follow up any oral instructions in writing by fax, e-mail, or mail. Failure to submit the required documentation by the date and time indicated may cause First 5 California to deem a bid nonresponsive.
- 2) First 5 California, at its sole discretion, reserves the right to collect by mail, e-mail, fax, or other method, the following omitted and/or additional information:
 - a) Signed copies of forms submitted without a signature, except cover letters, bid forms, or cost sheets.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a bidder.
 - d) Information/material or form needed to correct or remedy any immaterial defect in a bid package.

(c) Immaterial bid defects:

- 1) First 5 California may waive any immaterial defect in any bid package and allow the bidder to remedy those defects. First 5 California reserves the right to determine what constitutes an immaterial deviation or defect.
- 2) First 5 California's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a bidder from full compliance with all bid requirements.

(d) Correction of clerical or mathematical errors:

- 1) First 5 California reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, First 5 California shall give the bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the bid form if the correction results in an alteration of the cost(s) offered.

(e) Right to remedy errors:

First 5 California reserves the right to remedy errors caused by:

- 1) First 5 California office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (e.g., floods, fires, earthquakes, etc.).

(f) No contract award or IFB cancellation:

The issuance of this IFB does not constitute a commitment by First 5 California to award a contract. First 5 California reserves the right to reject all bids and to cancel this IFB if it is in First 5 California's best interest.

(g) Contract amendments after award:

First 5 California reserves the right to amend the Agreement after First 5 California makes a contract award. In the event the contract is amended to increase the amount, the contractor will be required to comply with First 5 California's DVBE program participation requirement for the amended amount.

L. State of California Preference Programs

To confirm the identity of the lowest responsive bidder, First 5 California will adjust the total bid cost for applicable claimed preference(s). First 5 California will apply preference adjustments to eligible bidders according to State regulations following verification of eligibility with the appropriate DGS office.

This section presents information on the following State preference programs:

- Small Business Preference
- Non-Small Business Subcontractor Preference

1. Small Business Preference

California Government Code section 14835, et seq., require a five percent (5%) preference be given to prime bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in Title 2, California Code of Regulations (CCR), section 1896, et seq. A copy of the regulations is available upon request from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).

To claim the small business preference, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the OSDS by 5:00 p.m., PST, on the date the final bid is due, and be verified by such office. Questions regarding the preference approval process should be directed to the OSDS at (916) 375-4940.

The small business preference is calculated during the evaluation process and shall be applied toward certified small businesses claiming the preference. For purposes of calculating the small business preference only, five percent (5%) shall be computed from the lowest responsive bid amount submitted by a non-small business that does not claim a preference. The computed five percent (5%) shall constitute the small business preference amount. The preference amount shall be deducted from the total bid amount of all responsive certified small business bidders. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder. The maximum small business preference amount is \$50,000.

To request the small business preference, the bidder's response should contain a letter requesting the small business preference and include its certification number. The bidder's response should not contain this item if there is no intention to claim this preference.

2. Non-Small Business Subcontractor Preference

A five percent (5%) bid preference is available to a non-small business committed to using at least twenty-five percent (25%) California-certified small business subcontractor participation. Completed certification applications and required supporting documents must be submitted to the OSDS no later than 5:00 p.m., PST, on the bid submission due date.

The small business regulations, found in Title 2, CCR, section 1896, et seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small businesses, department certification, and appeals were revised and became effective September 9, 2004. The latest regulations can be viewed at www.pd.dgs.ca.gov/smbus.

3. Commercially Useful Function

If a bidder is a California certified small business, in accordance with California Government Code section 14837(d)(1)(2), the bidder must certify it will perform a commercially useful function as defined in California Government Code section 14837(d)(4)(A).

Therefore, the bidder must provide written documentation for all of the following:

- Bidder is responsible for the execution of a distinct element of the work in the contract.
- Bidder carries out its obligation by actually performing, managing, or supervising the work involved.
- The work to be performed by the bidder is normal for its business services and functions.
- Bidder is responsible for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- Bidder will not further subcontract a portion of the work that is greater than 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 the transaction, contract, or project through which funds are passed to obtain the appearance of small business or microbusiness participation. A bidder must provide proof this statement does not pertain to the subcontractor's potential involvement in this procurement.

M. Agreement Terms and Conditions

The successful bidder shall enter into an Agreement with the State that will include the bidder's bid form or cost sheet, scope of work, standard contract provisions, and the contract forms and/or exhibits identified below in section M.1.

The Agreement will not include a hard copy of the GTC 610 (Exhibit C), which is incorporated into the Agreement by reference only on the STD 213. Exhibit C may be downloaded from the Internet at www.ols.dgs.ca.gov/standard+language and printed.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A bidder's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this IFB may cause First 5 California to deem a bidder non-responsible and ineligible for an award. First 5 California reserves the right to use

the latest version of any form or exhibit listed below in the resulting Agreement if a newer version is available.

First 5 California will not accept alterations to the GTC 610, any Exhibits, or alternate contract/exhibit language submitted by a prospective bidder, but may consider a bid containing such alterations “a counter proposal.”

1. Agreement Forms/Exhibits

STD 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit A-1	List of Service Location(s)
Exhibit A-2	List of Equipment and Software
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Cost Sheet (Budget)
Exhibit C	General Terms and Conditions (GTC 610) (incorporated by reference)
Exhibit D	Special Terms and Conditions
Exhibit E	Additional Terms and Conditions

2. Contract Execution

The Agreement will be executed only upon the State’s acceptance of the contractor’s licenses, permits, and receipt of all supporting documentation. Should the contractor fail to commence work at the agreed upon date and time, the State, upon five (5) business days’ written notice to the contractor, reserves the right to terminate the Agreement.

This Agreement is not valid until approved by DGS. The State has no legal obligation unless and until the Agreement is approved and executed. Any work commenced by the contractor prior to approval and execution of the Agreement may be considered voluntary. When the Agreement is fully approved/executed, a copy will be forwarded to the contractor.

3. Resolution of Differences between IFB and Contract Language

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

Attachment 1

REQUIRED DOCUMENTS CHECKLIST

**Invitation For Bid (IFB) No. CFF 7377
External Call Center and Fulfillment Services**

Use this checklist to ensure the documents identified below are included in the bid response. Place a check mark or "X" next to each document being submitted to First 5 California.

A complete bid will consist of the documents identified below. Failure to submit any of the documents listed below will be cause for rejection of the bid.

NOTE TO BIDDER: The company name identified on all documents submitted to First 5 California (e.g., business licenses, permits, certifications) must be identical to the company name written on the Std. 204, Payee Data Record.

- _____ Attachment 1, Required Attachment Checklist
- _____ Attachment 2, Certification of Minimum Qualification Requirements
- _____ Attachment 3, Bid/Bidder Certification Sheet
- _____ Attachment 4, Payee Data Record Form (Std. 204). Form also can be found at www.documents.dgs.ca.gov/osp/pdf/std204.pdf.
- _____ Attachment 5, Contractor Certification Clauses (CCC) 307. Page 1 must be signed and submitted prior to contract award. CCC 307 also can be found at www.documents.dgs.ca.gov/ols/CCC-307.doc.
- _____ Attachment 6, Small Business Preference Claim Form
- _____ Attachment 7, Bidder Declaration Form (GSPD-05-105). Form and instructions also can be found at <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>.
- _____ Attachment 8, Conflict of Interest Compliance Certificate
- _____ Attachment 9, Darfur Contracting Act
- _____ Attachment 10, Certificates of Insurance (Optional) [Sample provided]. Certificate of Liability Insurance equal to or greater than \$1,000,000.00 (Please refer to Exhibit E, section 21.)
- _____ Attachment 11, Bidder References (3 references are required)

CHECKLIST (Attachment 1 continued)

- _____ Cover letter signed by a person authorized to contractually bind the Bidder's company
- _____ Copy of valid California city or county business license (if applicable); or
a Certificate of Status from the California Secretary of State's Office (indicating the
business is in good standing)
- _____ Résumés of all key personnel (Owners, Managers, and Supervisors)
- _____ Copy of staff or subcontractor certifications, or equivalent for Spanish, Cantonese,
Mandarin, Korean, and Vietnamese
- _____ Exhibit A-1, List of Service Location(s) (page 45)
- _____ Exhibit A-2, List of Equipment and Software (page 46)
- _____ Exhibit B-1, Cost Sheet (page 53)

ATTACHMENT 2

CERTIFICATION OF MINIMUM QUALIFICATION REQUIREMENTS

- ☐ 1. Our organization certifies that it possess at least three (3) consecutive years of experience managing and operating call center operations within the past five (5) years and can provide the following:

[Check Box 1 above only if your organization can certify to all requirements detailed in (a) through (k)].

- (a) Adequate staffing to meet regular call volume commitments of an average of 500 calls a month and occasional increased calls generated by special program promotions.
 - (b) Training for call center personnel to efficiently manage client contacts.
 - (c) Bilingual staff certified in English, Spanish, Cantonese, Mandarin, Korean, and Vietnamese to translate and serve the client population and to script and record customer support system messages.
 - (d) Multi-line inbound telephone customer support.
 - (e) Multi-line telephone routing.
 - (f) Back-up system for emergency equipment failures.
 - (g) Interactive Voice Response system.
 - (h) Coordination of calls from the hearing impaired or speech-impaired, using appropriate scripts, protocols, equipment, and the ability to work with a system similar to the California Relay Services.
 - (i) Storage space for approximately one pallet of collateral materials.
 - (j) Continuous "music on hold" or messaging for customers to hear while waiting for an agent to assist them.
 - (k) Staff and resources to process fulfillment orders with a third party vendor.
- ☐ 2. Our organization certifies that it possesses the technology to provide a system that allows management to monitor, track, and record agent and client calls for quality control purposes.
- ☐ 3. For Corporations: Our corporation certifies that it is in good standing and qualified to conduct business in California. ☐ Not Applicable
- ☐ 4. For Non-Profit Organizations: Our non-profit organization certifies that it is eligible to claim non-profit status. ☐ Not Applicable

Signature: _____ Date: _____

Type or Print Name of Authorized Representative: _____

First 5 California
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Attachment 3**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet ***must*** be signed and returned along with all "required attachments" as an entire package. Return three (3) hard copies (one set must bear original signatures). The Bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive Bid is submitted as detailed in Exhibit B-1, Cost Sheet.
 B. All required attachments are included with this certification sheet.
 C. The signature, affixed hereon, and date certify compliance with all requirements of this Bid document.
 The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet Is Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
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.
Indicate applicable license and/or certification information:		
9. Contractor's state Licensing Board Number	10. PUC Cal-T Number Cal-T-	11. Required Licenses and Certifications
12. Bidder's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS), formerly the Office of Small Business Certification and Resources (OSBCR) as:		
a. Small or Micro Business Enterprise 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 service code below:
NOTE: A copy of your Certification is required to be included if either of the above items are checked "Yes." Your Certification Number and/or your Service Industrial Code will be verified for status as related to this IFB. If pending certification, provide the date your application was submitted to OSDS: _____.		

First 5 California
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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 shall 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 firm's federal 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 that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13, 14, and 15	Must be completed. The Cal-T is a license number issued to a moving company by the California Public Utilities Commission.
16	If certified as a Small Business Enterprise, or Micro 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 Industrial Service Code 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 4

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the state of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">1</div>	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by state agencies to prepare Information Returns (1099). See reverse side for more information and Privacy statement. NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.		
<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">2</div>	PAYEE'S LEGAL BUSINESS NAME (Type or Print)		
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS
	MAILING ADDRESS		BUSINESS ADDRESS
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE
<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">3</div>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number
PAYEE ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> ESTATE OR TRUST		
CHECK ONE BOX ONLY	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: </div> <div style="text-align: center;"> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (non-profit) <input type="checkbox"/> ALL OTHERS </div> </div> <div style="text-align: center; margin-top: 5px;"> - - </div> <p style="font-size: small; margin-top: 5px;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		
<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">4</div>	<div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> California Resident – Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California Nonresident (see reverse side) – Payments to nonresidents for services may be subject to state income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California <input type="checkbox"/> Copy of Franchise Tax Board waiver of state withholding attached. </div> </div>		
<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">5</div>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly inform the state agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE
	SIGNATURE	DATE	TELEPHONE ()
<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">6</div>	Please return completed form to: Department/Office: First 5 California Unit/Section: Administrative Services Division Mailing Address: 2389 Gateway Oaks Drive, Suite 260 City/state/Zip: Sacramento, CA 95833-4270		

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

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

This form can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/std204.pdf. No payment shall be made unless a completed STD 204 Form has been completed and returned to the awarding agency.

First 5 California
IFB No. CFF 7377

Attachment 5**CCC-307****CERTIFICATION**

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC §8350 et seq.)

First 5 California
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3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the state of California.

6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in the sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108.
 - b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting Agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the state of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding Agency must be contacted immediately for clarification.

First 5 California
IFB No. CFF 7377

Current state Employees (PCC §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state Agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state Agency to provide goods or services.

Former state Employees (PCC §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state Agency.
- 2) For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state Agency if he or she was employed by that state Agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the state will process the amendment. Payment of invoices presented with a new name cannot be prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in Revenue and Taxation Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of state.
6. RESOLUTION: A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the state Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state Agency or other government entity.

Attachment 6

Small Business Preference Claim Form

Please refer to section L.1., Small Business Preference, and section L.2., Non-Small Business Subcontractor Preference, of this IFB for more information on the Small Business Preference Claim.

Please check the appropriate statement below:

_____ I am a California Certified Small Business and the Small Business Preference is applicable to this bid. A copy of my certification from the OSDS is attached. (Please attach a copy of your certification to this form.)

_____ I have recently filed for Small Business Certification in California, but have not yet received it.

_____ I am claiming a Small Business Preference for a Non-Small Business. The name(s) of the certified small business(es) with which I commit to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost is found in Attachment 7, Bidder Declaration (GSPD-05-105).

_____ I am claiming neither a Small Business Preference nor a Small Business Preference for a Non-Small Business.

Signature

Date

Printed Name and Title

Company

Attachment 7

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item No. 2)
b. Will subcontractors be used for this contract? Yes ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address/ E-mail Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

First 5 California
IFB No. CFF 7377

Attachment 8**Conflict of Interest Compliance Certificate**

- A. First 5 California intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the contractor, subcontractors, or employees, officers, and directors of the contractor or subcontractors. Thus, First 5 California reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. Either of the following instances would be considered a conflict of interest:
1. An instance where the bidder/contractor or any of its subcontractors, or any employee, officer, or director of the bidder, contractor, or any subcontractors has responsibility for the contracted services and simultaneously has a direct or substantial contractual or corporate responsibility to promote, or assist in the promotion of, the use of, or the sale of tobacco or alcohol products for a company involved in, or company with a subsidiary involved in, the production, distribution, or marketing of tobacco products.
 2. An instance where the bidder/contractor or any of its subcontractors, or any employee, officer, or director holds a position of interest, financial or otherwise which would allow the use or disclosure of information obtained from performing services for contracted services for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contracted services.
- C. If First 5 California is aware of a known or suspected conflict of interest, the bidder or contractor will be given an opportunity to submit additional information or to resolve the conflict. A bidder or contractor with a suspected conflict of interest will have five (5) business days from the date of notification of the conflict by First 5 California to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by First 5 California and cannot be resolved to the satisfaction of First 5 California, before or after the award of the contract, the conflict will be grounds for rejection of the bid and termination of the contract. This certificate must contain the original signature of an official or employee of the bidder who is authorized to bind the bidder.
- D. This certificate will be incorporated into the contract, if any, awarded from this IFB. The contractor shall obtain a completed certificate from any proposed subcontractor and submit it to First 5 California prior to approval of the subcontractor by First 5 California.
- E. The contractor and each subcontractor shall notify First 5 California at 2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833 within ten (10) business days of any change to the information provided on the certificate.
- F. First 5 California's determination of a potential conflict of interest will be based on all of the bidder's business affiliations and contractual relationships. If the bidder or any of its subsidiaries or its parent company is in any way involved in the production, distribution, or marketing of tobacco products, the bidder will be deemed to have a potential conflict of interest. If the bidder has a business affiliation with a company above its parent company and/or with any of that affiliation's holdings, the bidder shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect the state, 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 that no conflict of interest exists that would jeopardize the ability of the firm to perform free from tobacco industry influence; OR
- ☐ A suspected conflict of interest does exist, and additional information (suspected conflict's name, tie with tobacco industry, association with bidder) is attached along with a plan to address possible concerns. Agencies involved with community outreach or public service campaigns for alcohol clients will be reviewed on a case-by-case basis.

Signed: _____

Date: _____

Type or Print Name and Authorized Representative: _____

First 5 California
IFB No. CFF 7377

Attachment 9**Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code §10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

Company/Vendor Name (Printed):	Federal ID Number:
Printed Name and Title of Person Initialing (for Options 1 or 2):	

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

OR

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

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials 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 §10476.

CERTIFICATION FOR NO. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in No. 3. This certification is made under the laws of the State of California.

By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:

First 5 California
IFB No. CFF 7377

Attachment 10

Certificates of Insurance

Date (MM/DD/YY)

____/____/____

VOUCHER SAMPLE ONLY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS COVERAGE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED	COMPANY A
	COMPANY B
	COMPANY C
	COMPANY D

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIDION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				GENERAL AGGREGATE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
<input type="checkbox"/> OWNER AND CONTRACTOR'S PROT				EACH OCCURRENCE \$
				FIRE DAMAGE (Any one fire) \$
				MED EXP (Any one person) \$
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
GARAGE LIABILITY				EACH ACCIDENT \$
<input type="checkbox"/> ANY AUTO				AGGREGATE \$
EXCESS LIABILITY				EACH OCCURRENCE \$
<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS \$
THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
				DISEASE - POLICY LIMIT \$
				DISEASE - EACH EMPLOYEE \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE STATE OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES, AND SERVANTS ARE INCLUDED AS ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

CERTIFICATE HOLDER CONTRACT NO: CFF 7377 STATE OF CALIFORNIA FIRST 5 CALIFORNIA 2389 GATEWAY OAKS, SUITE 260 SACRAMENTO, CA 95833-4270	CANCELLATION SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR RESPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE I hereby certify under penalty of perjury that the foregoing is true and correct.

First 5 California
IFB No. CFF 7377

Attachment 11**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 non-responsive.

List below three references for services performed within the last five (5) years, that are similar to the scope of work to be performed in this Agreement. If three references cannot be provided, please explain why on an attached sheet of paper.

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:		

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

CFF 7377

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

First 5 California

CONTRACTOR'S NAME

- 2 The term of this

Agreement is: Upon Department of General Services Approval through June 30, 2017

3. The maximum amount \$150,000.00
of this Agreement is: One hundred fifty thousand dollars and no cents

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.

Exhibit A – Scope of Work	12 pages
Exhibit A-1 – List of Service Locations	1 page
Exhibit A-2 – List of Equipment and Software	1 page
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B-1 – Cost Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	7 pages
Exhibit E – Additional Terms and Conditions	11 pages

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

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

First 5 California

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Diane M. Levin, Chief Deputy Director

ADDRESS

2389 Gateway Oaks Drive, Suite 260, Sacramento, California 95833-4270

**California Department of General
Services Use Only**

☐ Exempt per:

Contractor's Name
 Agreement No. CFF 7377
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**EXHIBIT A
 SCOPE OF WORK
 (Standard Agreement)**

A. Scope of Work

The contractor shall provide "live" call center support services in Spanish and English from 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Standard Time (PST). The contractor shall respond to general inquiries as appropriate and will transmit requests for the First 5 California *Kit for New Parents (Kit)*. The *Kit* is a multi-media, multi-language resource with materials that emphasize the importance of a child's early years. The contractor will provide referrals to programs that partner with First 5 California (e.g., the California Smoker's Helpline and other programs/campaigns). Additionally, the contractor will provide Interactive Voice Response (IVR) messaging support in English and Spanish during irregular hours, including weekends, and provide IVR messaging support in Cantonese, Mandarin, Korean, and Vietnamese 24 hours a day, 7 days a week.

First 5 California currently contracts with a vendor to provide fulfillment services for the *Kit*, which is ordered through the toll-free 1-800 telephone number. The contractor will provide fulfillment services for individual requests for collateral materials, such as posters, flyers, brochures, fact sheets, cookbooks, and other information to support media campaigns, including orders for the *Kit*, to the fulfillment vendor contracted with First 5 California. The contractor also will fulfill requests for bulk shipments within California of the First 5 California cookbook upon request.

B. Project Representatives

Contract Manager	Contract Manager
First 5 California	Contractor (To Be Determined)
Vernettia Syphax	Name:
2389 Gateway Oaks Drive, Suite 260	Address:
Sacramento, CA 95833-4270	City/State/Zip:
Telephone: (916) 263-1089	Telephone:
Fax: (916) 263-1360	Fax:
E-mail: vsyphax@ccfc.ca.gov	E-mail:

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**EXHIBIT A
 SCOPE OF WORK
 (Standard Agreement)**

Direct all fiscal inquiries to:

Invoice Coordinator	Invoice Coordinator
First 5 California	Contractor (To Be Determined)
Lisa Dattolico	Name:
2389 Gateway Oaks Drive, Suite 260	Address:
Sacramento, CA 95833-4270	City/State/Zip:
Telephone: (916) 263-1046	Telephone:
Fax: (916) 263-1360	Fax:
E-mail: ldattolico@ccfc.ca.gov	E-mail:

First 5 California and the contractor may change the listed Project Representatives upon providing ten (10) calendar days written notice to the other party. First 5 California deems this as a minor modification and will not require a formal amendment to this Agreement to reflect this change. In the event this Agreement is amended for other reasons, the Project Representatives shall be updated at that time.

C. Commencement of Services

The contractor shall not deliver or commence services required under this Agreement until written approval has been received from the Department of General Services (DGS). First 5 California is not authorized to reimburse the contractor for expenditures incurred outside the approved term of this Agreement; therefore, any delivery or performance of services commenced prior to the written approval of DGS shall be considered voluntary on the part of the contractor.

D. Contractor Location of Business

The contractor shall list all locations where business is performed in Exhibit A-1, List of Service Location(s). If at any time during the term of this Agreement a business location is changed, the contractor shall notify the First 5 California contract manager in writing within 30 business days of the change of location.

E. Work to be Performed

The contractor shall perform all work as specified in the Scope of Work, Exhibit A. The contractor shall immediately notify the First 5 California contract manager by telephone, and follow up in writing, of any event or proposed change, including those requested by the county commissions that could affect the scope, budget, or

Contractor's Name
Agreement No. CFF 7377
Page No. _ of _

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

schedule of work performed under this Agreement. The First 5 California contract manager must approve any such change(s) in writing.

Task 1: "Live" External Call Center Support

- 1.1 Provide live external call center support in English and Spanish between normal business hours 8:00 a.m. to 5:00 p.m. PST, Monday through Friday, using the toll-free 1-800 lines below:
 - (a) English 1-800-543-7025
 - (b) Spanish 1-800-506-4667
- 1.2 Notify First 5 California of any changes to Exhibit A-2, List of Equipment and Software, within 30 business days of the change in equipment and/or software.
- 1.3 Respond to general inquiries as appropriate.
- 1.4 Maintain adequate staffing at all times, to be based on required activity reports.
- 1.5 Transmit *Kit* requests to fulfillment vendor on a daily basis using fulfillment vendor's File Transfer Protocol (FTP) site.
- 1.6 Provide a system to respond to calls from hearing-impaired and speech-impaired callers.
- 1.7 Provide an emergency back-up plan and system in the event the call center becomes unavailable due to system disruptions, including, but not limited to, a power surge, equipment failure, software failure, flood, earthquake, or other natural disaster.
- 1.8 The contractor will be responsible for the cost of maintaining the toll free 1-800 lines for all required languages (English, Spanish, Cantonese, Mandarin, Korean, and Vietnamese).

Task 2: Interactive Voice Response

- 2.1 Provide live or IVR messaging support in English and Spanish during hours other than normal business hours, including weekends and holidays.

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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

- 2.2 Provide live or IVR messaging support in Cantonese, Mandarin, Korean, and Vietnamese 24 hours per day, 7 days per week, for the toll-free 1-800 lines below:
- (a) Cantonese 1-800-597-9366
 - (b) Mandarin 1-800-597-9366
 - (c) Korean 1-800-597-9511
 - (d) Vietnamese 1-800-597-9855
- 2.3 Respond to general inquiries as appropriate.
- 2.4 Transmit public requests for the *Kit* to fulfillment vendor on a daily basis using fulfillment vendor's File Transfer Protocol (FTP) site.
- 2.5 Provide a system to respond to calls from deaf, hearing-impaired, and speech-impaired callers.

Task 3: Implement Approved Scripting

- 3.1 The contractor shall use only scripts approved by the First 5 California contract manager for responses to general inquiries, as appropriate.
- 3.2 Upon First 5 California request, the contractor shall assist the First 5 California contract manager in drafting the scripts.
- 3.3 Provide script changes to the First 5 California contract manager and staff in print and electronic format at no additional cost to First 5 California.
- 3.4 Notify the First 5 California contract manager within three business days of recommendations for changes to the scripts from the contractor's staff, or as a result of customer feedback.

Task 4: Process Fulfillment Requests

- 4.1 Meet with the First 5 California contract manager and the fulfillment vendor upon request by either party to review the fulfillment request process. Identify and correct barriers that would impact the efficiency of transmitting orders for the *Kit* and collateral materials such as brochures, posters, flyers, and booklets. Identify improvements in the process that would streamline the processing and tracking of orders.

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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

- 4.2 Upload to the FTP site provided by the fulfillment vendor the daily orders for *Kit* fulfillment in a format prescribed by the First 5 California contract manager.
- 4.3 Notify First 5 California with a daily report (by e-mail) that fulfillment orders have been sent to the fulfillment vendor. Include a copy of the daily vendor orders report with the notification. The daily vendor report information shall include the time of day, call duration, and agent name or identification number for each call, as well as the caller's name, address (including county), type of collateral materials or *Kit* (e.g., English, Spanish, etc.) requested, and any other information requested by the First 5 California contract manager. The report shall be created in Microsoft Excel to show separate displays of each day's calls received. The report will cover the period of the previous day (or weekend, as applicable) and sent to the e-mail box address provided by the First 5 California contract manager.
- 4.4 Track all calls related to inquiries on the status of fulfillment orders based on information made accessible to the contractor from the fulfillment vendor.

Task 5: Fulfillment Duties and Responsibilities of other Media

- 5.1 Store and distribute materials, provided by First 5 California, to the public requesting such materials through the external call center within three business days from the date the request is received. The collateral materials such as posters, flyers, fact sheets, cookbooks, etc., support media campaigns other than the *Kit*.
- 5.2 Track and report on the number of material requests received and processed in a format mutually agreed upon between the contractor and the First 5 California contract manager.

Task 6: Maintain Databases and Develop/Distribute Statistical Reports

- 6.1 Establish and maintain an effective, flexible, nonproprietary, secure, and protected database to assure continuity of services and to process, track, and report on requests for information received through the various 1-800 phone lines.
- 6.2 Produce and distribute monthly and quarterly reports on call volume activity. Monthly reports shall indicate weekly call volume activity. Reporting information shall include, but not be limited to, the following:
 - (a) Number of calls received

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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

- (b) Number of calls dropped
- (c) Calls by specific language
- (d) Number of *Kits* requested by specific language
- (e) Number and type of collateral materials requested
- (f) Average call time
- (g) Average call wait time

- 6.3 Upon mutual agreement, the contractor shall produce ad hoc reports requested by the First 5 California contract manager and deliver them within 48 hours.

Task 7: Referrals

- 7.1 Provide callers with information regarding the California Smoker's Helpline.
- 7.2 Provide callers with information regarding other public awareness campaigns initiated by First 5 California at the request of the First 5 California contract manager. Other media campaigns may generate a temporary higher call volume and requests for information, materials, or referrals to county commissions.
- 7.3 Provide First 5 county commission referrals.

Task 8: Coordinate Related Activities

- 8.1 Establish appropriate staffing levels to ensure timely response to information requests during projected peak usage.
- 8.2 Notify the First 5 California contract manager immediately when the contractor experiences technical problems and provide a plan for prompt resolution.
- 8.3 Ensure written materials provided by the First 5 California contract manager for distribution are received and stored in a manner that protects the materials from loss or damage.
- 8.4 Ensure external call center staff are adequately trained to effectively deliver the scripted information provided and represent First 5 California in a professional and client-friendly manner.
- 8.5 Participate in bi-weekly telephone conference calls with the First 5 California contract manager and the fulfillment vendor.

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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

Task 9: Contractor Agent Training

- 9.1 Submit a draft Turnover Plan for losing, terminating, or hiring new agents. This written plan shall address filling vacancies, conducting initial customer service training, and scheduling training on First 5 California's subject matter, resources, scripts, talking points, collateral materials, fulfillment orders, and other materials or information as determined by First 5 California.
- 9.2 Provide initial and ongoing training to call agents on customer service techniques and methods, and on general office etiquette.
- 9.3 Ensure call agents have verbal skills and languages as required to deal tactfully with the public, and the ability to communicate effectively.
- 9.4 Provide training on the general use of personal computers to ensure typing and data entry are accurate, timely, and logical.
- 9.5 Train agents when the First 5 California contract manager indicates a need for updates or review of materials for which training has already been provided.
- 9.6 Disseminate training information to all agents within 24 hours.
- 9.7 Send e-mail confirmation to the First 5 California contract manager that training information has been disseminated.
- 9.8 Immediately initiate any changes requested by the First 5 California contract manager.
- 9.9 Send e-mail confirmation that First 5 California script changes have been implemented.
- 9.10 Provide a system for monitoring staff for quality control that allows the First 5 California contract manager, or designated staff member, to also monitor live calls from First 5 California. The contractor will provide First 5 California with any necessary software to access and monitor the live calls.

Task 10: Transition of the Services to a Successor

- 10.1 To ensure services are continued beyond the end of the Agreement term, or after early termination of the Agreement, the contractor shall have a plan for transition of services to a successor designated by the First 5 California contract manager.

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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

- 10.2 Upon First 5 California's request, meet with the First 5 California contract manager to develop a strategy and plan for transition of data files and materials to First 5 California, or an entity designated by the First 5 California contract manager.
- 10.3 Include an implementation strategy in the contractor's plan to secure authorizations necessary to transition 1-800 telephone lines (for all languages), provide any releases or authorizations necessary, and transfer these telephone lines upon the request of the First 5 California contract manager.
- 10.4 The transition plan shall include all necessary steps to take prior to the expiration of the Agreement to ensure a new contractor is prepared for a smooth transition of services. The plan shall include an estimated timetable for making the transition.
- 10.5 A written plan shall be submitted to the First 5 California contract manager within 30 calendar days of the new contract being awarded to a successor. This plan will be reviewed and approved by the First 5 California contract manager. The First 5 California contract manager shall submit any clarifications to the contractor within 10 business days of receiving the written plan from the contractor.
- 10.6 Meeting(s) may be held with all stakeholders (i.e., First 5 California, current contractor, and new contract holder) to assist with the transition to a successor.

F. Contractor's Responsibilities

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the services. This person shall review the associated Agreement, scope of work, and associated documents with the First 5 California contract manager to ensure an understanding of the responsibilities of both parties.
2. Provide information regarding the business structure of the contractor as required by the First 5 California contract manager to provide the services under this scope of work.
3. The contractor shall comply with applicable state and First 5 California policies, procedures, and best practices.

Contractor's Name
Agreement No. CFF 7377
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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

4. The contractor shall provide timely review and approval of First 5 California information and documentation provided by the First 5 California contract manager to perform its obligations under the scope of work.
5. At completion of the Agreement term, the contractor shall return any and all First 5 California property, including transfer of data and any transition requirements as indicated above. The contractor is responsible for shipping costs.
6. The External Call Center supervisor shall:
 - (a) Work on-site and be dedicated to full-time management of the contractor's call center.
 - (b) Hire staff and manage the day-to-day operation of the call center.
 - (c) Submit weekly and monthly activity reports to the First 5 California contract manager.
 - (d) Attend meetings as requested by the First 5 California contract manager.
 - (e) Maintain staffing levels at all times, based on weekly and monthly activity reports.
 - (f) Assure confidentiality of First 5 California's information is maintained. Require all staff to understand and sign all necessary First 5 California documents related to confidentiality.
 - (g) Develop expertise in First 5 California policies, protocols, use of talking points, resource tools, and scripts.
 - (h) Ensure staff are re-trained when First 5 California contract manager indicates a need for updates or review of materials for which training has already been provided.
 - (i) Ensure training materials are updated.
 - (j) Ensure training records of the contractor's staff are maintained.
 - (k) Ensure adequate staffing to perform the services in this Agreement.

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**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

7. The contractor shall have the appropriate number of computer workstations with the appropriate software necessary to perform the services of this Agreement.

G. First 5 California Responsibilities

1. Designate a person to whom all contract communications may be addressed and who has the authority to act on all aspects of the services. This person shall review the associated Agreement, scope of work, and associated documents with the contractor to ensure an understanding of the responsibilities of both parties.
2. Provide information regarding the business structure of First 5 California as required by the contractor to provide the services under this scope of work and provide information as required by the contractor to perform its responsibilities.
3. Assist in having First 5 California stakeholders available for interviews as required by the contractor to perform within the scope of work for this project.
4. Pay for any increase in postage for collateral materials due to changes in the size or weight of material provided by First 5 California for distribution, or changes to the postage rate set by the United States Postal Service.

Contractor's Name
Agreement No. CFF 7377
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**EXHIBIT A-1
(Standard Agreement)**

LIST OF SERVICE LOCATION(S)

Specify the complete address(es) of the facility(ies) where services will be provided. If additional lines are needed, please use copies of this form.

Street Address:		
City:	State:	Zip Code:
Type of Service to be Provided:		

Street Address:		
City:	State:	Zip Code:
Type of Service to be Provided:		

Street Address:		
City:	State:	Zip Code:
Type of Service to be Provided:		

Street Address:		
City:	State:	Zip Code:
Type of Service to be Provided:		

Street Address:		
City:	State:	Zip Code:
Type of Service to be Provided:		

Contractor's Name
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EXHIBIT A-2
(Standard Agreement)

LIST OF EQUIPMENT AND SOFTWARE

Proposers are to list equipment and software to be used in providing external Call Center Services. If a category is not applicable, please indicate "N/A" in the appropriate column.

EQUIPMENT and SOFTWARE DESCRIPTION	QTY	MANUFACTURER	MODEL #	SERIAL #	AGE (approx.)	EQUIPMENT LOCATION

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

1. General Budget Provisions

For services and deliverables satisfactorily rendered and upon receipt and approval of complete and accurate invoices, the State agrees to compensate the contractor for actual allowable expenditures incurred in accordance with the rates and total costs for each task specified in Exhibit B-1, Cost Sheet. The contractor shall be responsible for costs incurred while making modifications to materials and deliverables that require approval by First 5 California.

2. Supplies/Expendable Equipment

The contractor shall bear all costs of supplies and/or equipment needed to perform the services described in this Agreement.

3. Travel Reimbursement

This Agreement does not include any funding for travel.

4. Budget Category Changes

Change of costs by category as set forth in Exhibit B-1, Cost Sheet, must be requested in advance by the contractor, in writing, and approved by the First 5 California contract manager.

5. Invoicing and Payment

- a. No payment shall be made in advance of services or deliverables rendered.
- b. Each invoice is subject to First 5 California's approval.
- c. Invoices shall include the following:
 - "Bill To" name and address
 - "Payable To" name and address
 - Agreement Number CFF 7377
 - Invoice number
 - Date of Invoice
 - Period for which the invoice covers
 - Expenditure detail by task number, and by work plan deliverable number, if applicable, and describing the service and deliverable including dates of delivery and/or completion

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- Hourly rates by individual and number of hours worked, by task during the reporting period
 - Subcontractor expenses, by subcontractor and task. The contractor is not allowed to charge profit, fees or mark-ups on any subcontracted budget item.
 - Documentation substantiating all claimed expenses, including but not limited to timesheets for labor, receipts for other expenses, and subcontractor invoices
 - Other allowable expenses identified in the Budget Detail
 - Calculation of Withhold amount for applicable deliverables
 - Certification statement to read: *"I hereby certify as follows: I am the duly appointed, qualified and acting officer of the herein organization; that the within claim is in all respects true, correct, and in accordance with law; that the services and procedures mentioned herein were actually rendered and products delivered to First 5 California or its designee in accordance with the Agreement and law; that authorizations for purchases have been duly obtained wherever required and that the amounts claimed and articles delivered comply therewith; and that all of the expenditures herein set forth are in accordance with the Agreement budget and provisions as approved by First 5 California for said Agreement."*
 - Printed name and original signature for the authorized person certifying to the accuracy and validity of the invoice
 - Summary page describing what is included in the invoice
- d. Invoices shall be submitted in duplicate not more frequently than monthly in arrears to:

First 5 California
Attention: Fiscal Services Office
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833-4270

6. Prompt Payment

- a. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.
- b. Payments shall be made to the contractor for undisputed invoices, which is an invoice for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have

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not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement.

- c. If an invoice is disputed, First 5 California will make a good faith attempt to notify the contractor within 15 working days of receipt of the invoice to provide the contractor the option to correct the deficiency. First 5 California will notify the contractor of the reason for the dispute and the proposed disposition of the invoice. If the contractor can correct the invoice deficiency within 15 working days of the receipt of the original invoice, then the dispute will not stop the payment process. However, if the invoice is unacceptable and cannot be corrected within 15 working days, First 5 California will issue a written dispute, which will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.
- d. The contractor must submit with the final invoice for this Agreement a signed Contractor's Release Form provided by First 5 California.

7. Retention

In accordance with the requirements set forth in the State Contracting Manual, Volume 1, section 7.33(B), the State shall retain or withhold from each invoiced payment amount to the contractor, an amount not less than 10 percent (10%) of that payment. If an Agreement consists of the performance of separate and distinct tasks/deliverables, then any funds retained for a particular task/deliverable may be paid upon completion of that task/deliverable (Public Contract Code section 10346). Such retained amount shall be held by the State and only released to the contractor upon the State's staff determination that the contractor has satisfactorily completed all of the required services as itemized in the scope of work. Any other amount retained for deliverables that are not for separate and distinct tasks shall be released pending final completion of the Agreement.

For the last month of the Agreement and any extensions invoked, the First 5 California contract manager may reduce the ten percent (10%) withhold to five percent (5%) of payments to the contractor which will be released solely at First 5 California's discretion upon completion of satisfactory transfer to a new contractor. Any retention withheld will be paid to the contractor after the First 5 California contract manager has evaluated the contractor's performance and made the determination that all Agreement requirements have been satisfactorily fulfilled in accordance with Exhibit A, Scope of Work. In addition, all tasks/deliverables must be received by the First 5 California contract manager and approved prior to release of final payment.

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8. Accounting Requirements

The contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization related to this agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for contractual amendments, and for any other costs incurred which related to payment claimed by the contractor.

9. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this 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.

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.

10. Availability of Funds

This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

The contractor understands and agrees this Agreement is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, this Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the contractor or to furnish any other

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considerations under this Agreement and the contractor shall not be obligated to perform any provisions of this Agreement. If sufficient funds are not available in the appropriate account of the First 5 California Children and Families Trust Fund due to an action by the Commission to transfer funds to another account, First 5 California will exercise its right to terminate this Agreement upon 30 days written notice pursuant to Exhibit E, section 2.

11. Allowable Costs

Allowable costs include all costs, direct and indirect, incurred in the performance of work identified in the Contractor's bid, if applicable and if capped as specified in Exhibit B-1, Cost Sheet.

Allowable costs for this Agreement shall be limited to those expenditures which are: (1) in conformance with the approved Agreement budget and have specific prior approval when required; and (2) for goods and services necessary to the project's operation at the time the costs are incurred, within the term of the Agreement. Any expenses not meeting these criteria may be disallowed.

12. Disallowed Costs

If disallowed or questionable costs are found, a draft report will be issued to the contractor for review and comment. The contractor will have 30 days to submit written comments and/or supply additional source documentation to the State for consideration in preparing the final report.

If expenditures are found to be unallowable, in addition to any other remedies the State may have, the contractor's reimbursements may be recalculated and adjusted accordingly, the State may withhold payments from the contractor to recover these costs, or the State reserves the option to collect any unallowable costs from the contractor in monthly installments.

13. Overpayment Provision

If it is determined an overpayment has been made to the contractor, First 5 California will seek recovery immediately upon discovery of overpayment by a written request to the contractor for a refund of the overpayment amount. If the contractor repayment is not received within 30 days from the date of the overpayment written request, First 5 California may offset subsequent contractor payments by the amount of the overpayment.

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14. Fiscal Audits

First 5 California or any duly authorized representative shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of the contractor and/or subcontractor, which in the opinion of the State, may be related or pertinent to this Agreement. Such material for each year of the Agreement must be retained for a period of three years after the termination of the Agreement, or until an audit is completed by the State and all questions arising there from are resolved. An exception to the three-year statute is when an Agreement audit is in dispute or litigation. In those instances, the retention period for records is extended until such a dispute is fully resolved.

Audits and reviews may be conducted at any time during the performance of the Agreement, or during the three years following the completion of the contracting period. Actual costs incurred by the contractor for expenses should be substantiated with appropriate source documentation. It is the contractor's responsibility to ensure all expenditures claimed, including all subcontractor expenditures, are allowable costs associated in performing the contracted services. Noncompliance with financial management guidelines or any term and condition of this Agreement set forth herein may result in a disallowance of reported costs. A misappropriation of funds shall result in a disallowance of costs.

If expenditures are found to be unallowable, the contractor's/subcontractor's reimbursements may be recalculated and adjusted accordingly. Noncompliance with financial management guidelines set forth herein may result in a disallowance of reported costs. A misappropriation of funds shall result in a disallowance of costs.

If the contractor/subcontractor received payments that are determined to be unallowable, in addition to any other remedies the State may have, the State may withhold payments from the contractor to recover these costs. In addition to any other remedies the State may have, the State reserves the option to collect any unallowable cost from the contractor in monthly installments.

If disallowed or questionable costs are found, a draft report will be issued to the contractor for review and comment. The contractor will have 30 days to submit written comments and/or supply additional source documentation to the State for consideration in preparing the final report. The parties hereto mutually agree that the resolution of any issues pertaining to audits shall be resolved.

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**EXHIBIT B-1
 Cost Sheet
 (Standard Agreement)**

Name of Organization:			
First 5 California reserves the right to increase the estimated number of services and or fulfillments at the rates specified in Exhibit B-1, Cost Sheet. The contractor shall be reimbursed for actual expenditures based on rates provided by the contractor for services identified below.			
DESCRIPTION OF SERVICES			
A.	Monthly Call Service	Monthly Call Service Charges	
1.	0 to 1,000 Calls	\$	-
2.	1,001 to 1,500 Calls	\$	-
3.	Total Monthly Call Service Charge (Sum of A1 + A2)	\$	-
4.	Average Monthly Call Service Charge	\$	-
B.	Charge Per Fulfillment	Fulfillment Charges	
1.	Per Fulfillment Charge	\$	-
2.	Bulk Fulfillment Charge (shall not exceed fulfillment)	\$	-
3.	Total Cost for Fulfillments (Sum of B1 + B2)	\$	-
4.	Average Cost for Fulfillment	\$	-
C.	Postage/Shipping	Shipping Costs	
1.	Per Individual Fulfillment - 1st Class, Business Size Envelope for Brochure	\$	-
2.	Per Individual Fulfillment - 1st Class, Size Envelope approx. 6.5" L x 9.5" W for Cookbook	\$	-
3.	Per Bulk Fulfillment Shipping Cost - one box "12 x 12" x 4" - Estimated Weight	\$	-
4.	Total Postage/Shipping Cost for Fulfillments (Sum of C1 + C2 + C3)	\$	-
5.	Average Postage/Shipping Cost for Fulfillment	\$	-
D.	TOTAL OF ALL SERVICES (SUM OF A4 + B4 + C5)	BASIS OF AWARD	\$ -
The contractor shall notify First 5 California, in writing, when the monthly call fulfillment reaches 85 percent of the 1,500 call volume (1,275 calls) and shall provide First 5 California the option to cease live call services in English and Spanish and answer such calls via Interactive Voice Response (IVR) only. If First 5 California approves the IVR only option, the contractor agrees to answer the IVR calls within the established monthly fee at no additional charge to First 5 California.			

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EXHIBIT D
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1. Excise Tax

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

2. Conflict of Interest

- A. It is the policy of First 5 California to avoid conflicts of interest or the appearance of conflicts of interest on the part of the contractor, or subcontractors, or employees, officers, and directors of the contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. The contractor may have to submit an economic interest statement (Fair Political Practices Commission's Form 700) from each key personnel or subcontractor whom First 5 California has determined is a consultant under the Political Reform Act, and thus subject to the requirements of that Act and the First 5 California Conflict of Interest Code. The determination as to who is a consultant by the Chief Counsel of First 5 California shall be requested by the First 5 California contract manager before work by the key personnel or subcontractor begins. The Chief Counsel also shall determine which disclosure category in the First 5 California Conflict of Interest Code is applicable.
- C. If the State becomes aware of a known or suspected conflict of interest, the contractor or subcontractor will be given an opportunity to submit additional information, or to resolve the conflict. A contractor or subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.
- D. No contractor shall participate in the making of, or in any way attempt to influence, a decision in which the contractor knows, or has reason to know, that it has a financial interest. The contractor shall notify First 5 California's contract manager, immediately, in writing if the contractor has a potential or actual conflict of interest relating to this Agreement.

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- E. Any one of the following shall constitute a breach of this Agreement and shall be grounds for immediate termination of this Agreement:
- (1) The contractor's Failure to notify First 5 California of a potentially disqualifying conflict of interest
 - (2) The determination by First 5 California or the contractor that any individual who is a contractor, subcontractor, and/or a key member of their staff has a financial interest that could result in a violation of Government Code section 87100; provided, however, that First 5 California may opt to waive such breach if the contractor replaces any such individual within two working days after a determination of such financial interest
- F. No person, firm or subsidiary thereof who has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services agreement. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which amounts to no more than ten percent (10%) of the total monetary value of the consulting services agreement.

3. Darfur Contracting Act

Public Contract Code (PCC) section 10475, et seq., the Darfur Contracting Act of 2008, establishes restrictions against contracting with vendors doing certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a "scrutinized company" and therefore ineligible to bid on or submit a proposal for State contracts. When a company submitting a bid or proposal has or within the previous three years has had business activities or other operations outside the United States, they must execute a certification stating they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. (PCC §§ 10478, 10477(b)) The Act includes penalties for false certifications. (PCC § 10479)

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4. Tax Delinquencies Contract Ban

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to section 7063 or 19195 of the Revenue and Taxation Code. This section applies to contracts executed on or after July 1, 2012. The Franchise Tax Board (FTB) and the Board of Equalization (BOE) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

5. Liability for Nonconforming Work

The contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the contractor's deadline, the contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.

6. Problem Escalation

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to First 5 California's attention immediately. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the contractor's project manager shall determine the level of severity, and notify the appropriate First 5 California personnel. First 5 California personnel notified and the time taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. First 5 California personnel include, but are not limited to, the following:

- First level, First 5 California contract manager
- Second level, First 5 California, Chief, Contracts and Procurement Office

7. Settlement of Disputes

First 5 California shall be the sole judge of the acceptability of all work performed by the contractor. Should the work performed by the contractor fail to meet the minimum

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First 5 California conditions, requirements or other applicable standards, specifications or guidelines, the following resolution process shall be employed:

- A. The First 5 California contract manager shall notify the contractor in writing, within 15 business days after any acceptance problems by identifying the specific inadequacies and/or failures in the services performed by the contractor.
- B. The contractor shall, within five business days after initial problem notification, respond to the First 5 California contract manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the contractor to respond to the First 5 California contract manager's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the contractor for all work accepted prior to termination.
- C. First 5 California shall, within five business days after receipt of the contractor's detailed explanation and/or proposed corrective action plan, notify the contractor in writing whether it accepts or rejects the explanation and/or plan. If First 5 California rejects the explanation and/or plan, the contractor shall submit a revised corrective action plan within three business days of notification of rejection. Failure by the contractor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limit may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the contractor for all work accepted prior to termination with proper documentation.
- D. First 5 California shall, within three business days of receipt of the revised corrective action plan, notify the contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the contractor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the contractor for all work accepted prior to termination.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

8. Contractor's Rights and Obligations

California Public Contract Code sections 10335-10381 contain language describing the contractor's duties, obligations, and rights under this Agreement. By signing this

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Agreement, the contractor certifies that he or she has been fully informed regarding these provisions.

9. Lobbying, Political Activities, and Politicians

A. The contractor shall not use Agreement funds for direct or indirect lobbying.

(1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.

(2) Indirect lobbying, for purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.

B. The contractor shall not use Agreement funds to promote a yes or no vote on a ballot measure.

C. The contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

D. The contractor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

10. Computer Software Copyright Compliance

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

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11. Joint Ventures and Partnership

Each participant in a joint venture or partnership is jointly and severally liable for the performance of the entire Agreement and the joint venture members or partners must designate, in writing, one individual having authority to represent them in all matters relating to the Agreement. First 5 California assumes no responsibility or obligation for the division of orders or purchases among joint venture members.

12. 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.

13. Licenses and Permits

The contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

14. Subcontractors and Vendors

- A. As used in this Agreement, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the contractor for performance of any part of this Agreement.

No portion of the work under this Agreement may be subcontracted by the contractor without the express prior written consent of First 5 California. The contractor shall submit to First 5 California the final written subcontract prior to commencing work under the subcontract. Subcontractor personnel considered to be Key Personnel must comply with the Conflict of Interest policies.

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- B. No subcontract entered into by the contractor under this Agreement shall in any way release the contractor from any term or provision of this Agreement.

15. Potential Subcontractors

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

16. Amendments

- A. This Agreement may be amended only by mutual written consent of the parties signed by each party's authorized representative or his/her designee or successor. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
- B. This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, the contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.

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EXHIBIT E
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1. Resumes

A resume for each participant who will exercise a major role in the project is attached hereto and made a part of this Agreement (State Contracting Manual, Volume 1, section 3.02.1, A.3.). Prior written approval by the First 5 California contract manager is required before any changes in personnel can be made to this project.

2. Right to Terminate

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

The State also reserves the right to terminate this Agreement immediately for cause. The term "for cause" shall mean that the contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the contractor.

3. Stop Work

First 5 California may, at any time, by written notice to the contractor, require the contractor to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a Project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- A. Compliance. Upon receipt of such stop work order, the contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment. An equitable adjustment shall be made by First 5 California based upon a written request by the contractor. Such adjustment request must be made by the contractor within 30 days from the date of the stop work order.
- C. Canceling a Stop Work Order. The contractor shall resume the work only upon receipt of written instructions from First 5 California.

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4. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the contractor shall stop work under this Agreement on the date specified in the written notice of termination. The contractor shall do all of the following:

- A. Place no further orders or enter into any further subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts.
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the contractor for its services in connection with any such transfer or assignment.
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement which is in the possession of the contractor and in which the State has or may acquire an interest.

5. Rights in Data

The contractor and First 5 California mutually agree that First 5 California retains ALL ownership rights (including title and possessory rights) to the data and/or data file(s) referred to in this Agreement and the contractor does not obtain any right, title, or interest in any of the data furnished to the contractor pursuant to this Agreement. The contractor represents and warrants that such data file(s) will be used solely for the purposes described in this Agreement. For purposes of this Agreement, data includes any and all information collected by the contractor in the process of fulfilling

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the requirements of this Agreement, including but not limited to personally identifiable information such as names of participants and/or the names of participants' parents or guardians, addresses, telephone numbers, social security numbers, driver's license numbers, state identification numbers, dates of birth and/or unique identifiers.

6. Ownership of Intellectual Property, Products and Copyrights

- A. First 5 California shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all intellectual property or other products created, provided, or developed under this Agreement, whether or not published or produced. The copyright and other property rights to any and all products created, provided, or developed under this Agreement, whether or not published or produced, belongs to the First 5 California from the moment of creation.
- B. All products created, provided, developed, or produced under this Agreement, and distributed under this Agreement, shall include a notice that can be visually perceived, subject to First 5 California's written approval, that the products were made possible by, or at the direction of, First 5 California, and shall also include First 5 California's service mark.

7. IN ADDITION TO THE INDEMNIFICATION CLAUSE SET FORTH IN EXHIBIT C, ITEM # 5: INDEMNIFICATION/INFRINGEMENT

The contractor warrants that it shall perform as required in this section.

A. Clearances, etc.

- 1. The contractor is responsible for securing any necessary rights, clearances, releases, waivers, Agreements and/or licenses with respect to any and all elements and materials including, but not limited to, names, likenesses, testimonials, scripts, musical compositions, creative, and/or similar materials, elements or rights, including copyrights, from any person, firm, corporation, or other third party.
- 2. If the contractor fails or refuses for any reason whatsoever to obtain the necessary rights, clearances, etc., relating to its performance hereunder, the contractor shall indemnify and hold harmless the State and its commissioners, directors, employees, and their successors, heirs, representatives, administrators and assigns from and against any liabilities, claims, losses and expenses (including reasonable attorneys' fees) which the State may incur as a result of claims and/or proceedings brought against the

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State due to the contractor's failure or refusal to obtain said necessary rights, clearances, etc., or due to copyright infringement.

B. Service Mark and Logo

The contractor is responsible for obtaining the official logo of First 5 California to be featured on all designated materials in the official Cyan, Magenta, Yellow, and Key (CMYK) or Pantone colors. The contractor shall contact the First 5 California Communications Division at (916) 263-1050 for clarification or assistance in complying with official color numbers or an Encapsulated PostScript (EPS) format logo for First 5 California.

- C. The contractor agrees to indemnify, defend and hold harmless the State and its commissioners, directors, employees and their successors, heirs, representatives, administrators and assigns from and against any and all liabilities, claims, losses and expenses (including reasonable attorneys' fees) accruing or resulting to any and all contractors, subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement who are injured or damaged by the contractor in its performance of this Agreement.
- D. The contractor agrees to indemnify and hold harmless the State and its commissioners, directors, employees and their successors, heirs, representatives, administrators, and assigns from and against any liabilities, claims, losses and expenses (including reasonable attorneys' fees) the State may incur as a result of claims and/or proceedings arising out of the intentional or negligent acts or omissions or willful misconduct of the contractor and its officers and employees or out of negligent supervision of its subcontractors.

8. Representation of Ownership

The contractor represents and warrants that everything created, produced, to be used or made available to the State pursuant to this Agreement is either: (a) owned solely and exclusively by the contractor, or (b) unless otherwise agreed by the parties, has been licensed in writing to the contractor for the benefit and use of the State. The State relies upon this representation and warranty, which is a material term of this Agreement. The contractor shall deliver to the State, immediately upon request, written documentation (a) evidencing the contractor's exclusive ownership rights or (b) its licensed rights as set forth above.

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9. Transfer of Ownership

Except as provided in section 10, Return or Destruction Data, below, upon the termination or expiration of this agreement, the contractor shall transfer, assign and make available to the State, or its authorized representative, all property, data, information and materials in the contractor's possession or control belonging to the State. Property, data, information and materials in electronic format (Electronic Property), such as websites, software, databases, shall be transferred in fully functioning and/or accessible format, complete with appropriate documentation, such that First 5 California will be able to reasonably access, host and administer such Electronic Property. In the event that the contractor has hosted such Electronic Property in a proprietary software, server or system without First 5 California's prior written approval elsewhere in this Agreement, it will at its own expense carry out all efforts necessary to ensure that First 5 California can access, host and administer such Electronic Property upon termination of this Agreement.

The contractor shall also cooperate in transferring, with approval of third parties in interest, all reservations, license agreements, Agreements and arrangements with advertising media, or others, for advertising space or materials in use or yet to be used and all related rights and claims, upon being duly released from such obligations.

10. Return or Destruction of Data

The contractor agrees to notify First 5 California within 30 days of the completion of the purposes specified in this Agreement. Upon such notice, or upon expiration of the Agreement, whichever occurs sooner, First 5 California will notify the contractor to either return all data files to First 5 California or its designee in an agreed-upon format, or to destroy such data. If First 5 California elects to have the data returned, the contractor agrees to return all files to First 5 California or its designee within 30 days of receiving notice to that effect. If First 5 California elects to have the contractor destroy the data, the contractor agrees to certify the destruction of the files in writing within 30 days of receiving notice to that effect. The contractor agrees that no data obtained or derived pursuant to this Agreement shall be retained when the data file(s) are returned or destroyed, unless authorization in writing for the retention of such file(s) has been received from the contractor. The contractor shall ask First 5 California for instructions under this section if instructions have not been received within 30 days after the expiration date. Further, if First 5 California elects to have the data returned, the contractor agrees to deliver all documentation that explains the database structure, security provisions, logins, passwords and relationships to other applications, such as a web server "front-end." The documentation provided shall list all tools necessary to maintain and support

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information system deliverables provided pursuant to this Agreement. Documentation shall also explain all relationships and logic necessary to recreate the production system in a new environment.

11. Release of Data or Products

Except as specified in this Agreement, the contractor shall not release or disclose any data or products created, produced, or developed pursuant to this Agreement to any person, except to the contractor's personnel, subcontractors, attorneys, prospective vendors, the contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the products. Products include, but are not limited to, drafts or works in progress. The contractor agrees to ensure that any agents, including a subcontractor, to whom it provides the data, agrees to the same restrictions and conditions that apply to the contractor with respect to such information. The contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the contractor to comply with this provision. If the contractor wishes to make any presentations using the data or products created, produced, or developed pursuant to this Agreement, the contractor must first obtain the prior written consent of First 5 California. Such written consent shall be requested by the contractor no less than 10 business days prior to the contractor committing to or entering into an agreement to make such a presentation.

12. Information Security Incidents

The contractor agrees to notify the First 5 California contract manager, in writing via e-mail, of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the information that was compromised and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

13. News Releases and Publicity

The contractor shall not issue any news release or make any statement to the news media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this

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Agreement, or to the status of work related to this Agreement without prior written approval of First 5 California.

14. Inspection, Acceptance, and Rejection

The State reserves the right to inspect, reject, and/or accept all goods and services provided within this Agreement:

- A. The contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this Agreement and will tender to the State only those goods and services that have been inspected and found to conform to this Agreement's requirements. The contractor will keep records evidencing inspections and their result, and will make these records available to the State during Agreement performance and for three years after final payment. The contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of the contractor's quality assurance system or other business practices related to performance of the Agreement.
- B. All goods and services may be subject to inspection and test by the State or its authorized representatives.
- C. The contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- D. All goods and services to be delivered hereunder may be subject to final inspection, test, and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- E. The State shall give notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Acceptance by the State shall not waive any rights that the State might otherwise have at law or by express reservation in this contract with respect to any nonconformity.

15. Approvals

All approvals, orders for correction or disapprovals from the State shall be in writing. If the State rejects a deliverable or product as unacceptable, the contractor shall make required corrections within the time frame required by the Director.

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Failure by the contractor to obtain the State's prior approval of the Project Plan, deliverables, or products shall not relieve the contractor of performing the related Agreement responsibilities and providing related required deliverables or products to the State. The State shall have no liability for payment of any work, of any kind whatsoever, which the contractor commences without the State's prior approval.

16. Rules/Regulations

The contractor shall observe and comply with all Federal, State, City, and County laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the contractor's expense.

17. Liability for Loss and Damages

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due the contractor under this Agreement.

18. Workers' Compensation

By signing this Agreement, the contractor hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement. If staff provided by the contractor is defined as independent contractors, this clause does not apply.

19. Insurance and Bonds

The contractor shall maintain or cause to be maintained, insurance and a bond against such hazards and in such amounts as set forth below. The insurance and bond must be issued by companies which are (a) currently rated A minus or better by the AM Best Company, and (b) admitted and authorized to do business in the State of California. Each policy of insurance and bond shall contain a provision whereby it cannot be canceled except by giving 30 days written notice to insureds. If the contractor's carrier cancels any policy(ies) or bond, the contractor shall immediately obtain a replacement policy(ies) or bond prior to expiration of the 30 day warning period. The State will not be responsible for any premiums or assessments on the policy.

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Evidence of insurance and bond must be received by the State prior to final execution of the Agreement. A copy of the complete policy shall be made available upon request from the State.

Evidence of any renewal or replacement policy(ies) or bond, with the same coverage provided for in this section, shall be submitted to the State no later than 20 working days prior to expiration or cancellation, respectively. Under no circumstances will the contractor be without insurance or bond coverage for any period of time whatsoever.

Commercial General Liability or Public Liability Insurance:

The contractor shall maintain commercial general liability or public liability insurance with limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence for death or personal injury and for any one occurrence for property damages. The policy shall include coverage for advertising injury including trademark, trade name, copyright, service mark, house mark, title, and slogan infringement.

20. Progress Reports

The contractor shall submit progress reports to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. The contractor shall be reimbursed by invoicing, in detail, all costs and charges with Agreement Number and sending the invoice to the designated address.

21. Recycled Project Content

A minimum of 30% recycled paper and/or cardboard only must be used, unless proposed job (e.g., printing) cannot be done on recycled materials. The contractor must also certify in writing, upon completion of performance under the Agreement, the exact percentage of post-consumer or secondary materials (paper, plastic, metal, cardboard) provided or used in the services provided under the Agreement. The certification shall be provided regardless of content, even if the product contains no recycled material. This certification must be signed under penalty of perjury. The contractor may use and request Form CIWMB 74 from the First 5 California contract manager for certification purposes.

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22. Good Faith

Both parties covenant to operate in good faith to fulfill the duties and carry out the responsibilities delineated herein. The State retains the final determination that the contractor is acting in good faith.

23. Nonexclusive Rights

The contractor understands and agrees that the State does not grant the contractor exclusive rights to provide all related services during the period covered by this Agreement or any extension thereto. The State reserves the right, during the Agreement term, to acquire related services through another agency. In exercising this right, the State shall determine, in the best interests of the State whether to obtain related services through the contractor or through another agency. The State's good faith exercise of this right shall not constitute a breach of the Agreement.

24. Evaluation of Contractor

The performance of the contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file.

For consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.

25. Order of Precedence

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply:

- a. This Agreement
- b. IFB 7377
- c. Response to IFB 7377

Question and Answers for Bid #CFF 7377 - First 5 California External Call Center Services**Overall Bid Questions**

There are no questions associated with this bid.

Question Deadline: Sep 17, 2015 3:00:00 PM PDT