

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section
Contract Services Unit
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March 11, 2025

Notice to Prospective Proposers

The Department of California Highway Patrol (CHP) invites prospective proposers to review and respond to the attached **Request for Proposal (RFP) Number 25C094000** entitled, **“CHP – Digital Marketing and Advertising Campaign Services for the CHP Uniformed Hiring Section, Recruitment Unit.** This RFP will be awarded on a blended approach consisting of an evaluation of a written proposal and cost proposal as described below in Section H point 1, “Evaluation and Award.” When preparing and submitting a proposal, compliance with the instructions found herein is imperative. The required services are delineated in EXHIBIT A – SCOPE OF WORK in the attached Proposed Agreement #25C094000.

All agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) that may be viewed and downloaded at this Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If any prospective Proposer lacks Internet access, a hard copy of these items can be obtained by contacting the person listed below.

If a discrepancy occurs between the information in the advertisement appearing on the Department of General Services, California State Contracts Register (CSCR) on the Cal eProcure website: www.caleprocure.ca.gov, and the information herein, the information in this notice and in the attached RFP shall take precedence.

I. Proposal Due Date

Regardless of postmark or method of delivery, the Department of California Highway Patrol, Business Services Section, Contract Services Unit must receive proposals no later than the time and date found in the Section B of the attached RFP, entitled “Time Schedule.” Refer to the attached RFP for detailed submission requirements.

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

California law requires Disabled Veterans Business Enterprise (DVBE) participation. All Proposers for CHP agreements must meet the minimum DVBE participation requirement of 5%. Proposers are eligible to receive a DVBE incentive for their participation. For more information regarding this option, see Section I of the RFP entitled “Preference and Incentive Program Information.”



III. Funding Limit

The proposed agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose(s) of the agreement.

In addition, the proposed agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of the agreement in any manner. If full funding does not become available, CHP will either cancel the resulting agreement or amend it to reflect reduced funding and reduced activities.

IV. Proposer Questions

In the opinion of the CHP, this Request for Proposal is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, proposers shall submit questions in accordance with the instructions in Section D. of the RFP entitled "Proposer Questions."

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Thank you for your interest in the service needs of the Department of California Highway Patrol.

Sincerely,

Matthew Macdonald
Contract Analyst

Enclosures

**REQUEST FOR PROPOSAL (RFP) NUMBER 25C094000
MARKETING AND ADVERTISING CAMPAIGN SERVICES**

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REQUEST FOR PROPOSAL (RFP) NUMBER 25C094000 MARKETING AND ADVERTISING CAMPAIGN SERVICES

The California Highway Patrol (CHP) has issued this Request for Proposal (RFP) to obtain proposals for the development and implementation of a marketing campaign and advertising services. This project will involve the efforts of a professional contractor that can assist in the creation and development of cutting edge and cost-effective advertising activities in support of the CHP's overall mission and the mission of the Professional Training Section (PTS) to educate, increase awareness and recognition of the problem and accordingly reduce impaired driving incidents.

A. Purpose and Description of Services

1. The Purpose of this RFP is to solicit proposals from vendors with the resources, experience and abilities to provide an array of cost-effective communication services for the CHP Professional Training Section's (PTS) Advertising and Marketing activities. Services shall include the development of successful PTS campaigns. Services shall include the ability to issue information, influence attitudes and create awareness and understanding of impaired driving incidents.

The Proposer understands and acknowledges that this RFP is for CHP's advertising needs for the PTS, and that CHP may contract for other advertising needs on behalf of other CHP offices and/or other projects.

a. Background

The mission of the CHP is to provide the highest level of safety, service, and security to the people of California. This is accomplished through five departmental goals:

- **Protect life and property** – We make California a great place to live, work, and travel by reducing fatalities, injuries, and crime.
- **Provide superior service to the public and assistance to allied agencies** – We are committed to providing first class customer service.
- **Enhance public trust through community outreach and partnerships** – We model the Department's Professional and Organizational Values in every interaction.
- **Invest in our people** – We develop and support our workforce to sustain a world-class organization.
- **Identify and respond to evolving law enforcement needs** – We demonstrate leadership by addressing emerging trends.

PTS plans to accomplish its mission by publicizing PTS and educating the public on impaired driving recognition, incidents, and solutions.

b. Goals

The end goals of this campaign shall be to reduce the incidence of impaired driving, increase public awareness and understanding of impaired driving incidents and to reach California's diverse populations to educate and reduce incidents. The intention should be to engage and educate the public and drive them to alternate behaviors and solutions, utilizing a strategic cost-effective mix of delivery systems and messaging. Such strategies should access videos and information, as well as, standard advertising, and digital/programmatic marketing.

B. Time Schedule

Listed below are key action dates and times by which actions shall be taken or completed. Proposers failing to comply with dates and times listed below shall be disqualified from the RFP process. Please note that all dates and times require compliance. No extensions of time shall be allowed. If CHP finds it necessary to change any date or time, notification shall be by written addendum posted to [CaleProcure](https://www.caleprocure.ca.gov/pages/index.aspx) at <https://www.caleprocure.ca.gov/pages/index.aspx>.

Event	Date
RFP Released	March 11, 2025
Proposers' Questions are due	March 18, 2025 @ 10:00 a.m.
RFP Submission Due Date	March 24, 2025 @ 11:00 a.m.
Notice of Intent to Award (on or near)	April 9, 2025

C. Agreement Term

The term of the resulting agreement is anticipated to be effective from July 1, 2025, through June 30, 2028 for three (3) years with two (2), one (1) year options to extend by the State.

The agreement term may change if CHP makes an award earlier than expected or if CHP cannot execute the agreement in a timely manner due to unforeseen delays. Agreement extensions are subject to satisfactory performance, funding availability, and approval by the Department of General Services (DGS) if applicable.

The resulting agreement will be of no force or effect until it is signed by both parties and approved by DGS, if required. Proposer 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.

As a condition of submission, each proposer's proposal constitutes an unconditional offer to the CHP and is irrevocable for 90 days from the date submissions are due.

D. Proposer Questions

Proposers shall immediately notify CHP if clarification is needed regarding the services sought or questions arise about the RFP and/or its accompanying materials, instructions, or requirements. **Proposers shall submit questions via e-mail to Matthew Macdonald at Matthew.macdonald@chp.ca.gov.** To ensure a response and inclusion in the Questions & Answers (Q&A) document, questions must be received by the scheduled date in Section B, Time Schedule. Following the question submission deadline, the CHP will post a summary response of the questions and answers to be viewed on the original RFP on the [CaleProcure website](https://www.caleprocure.ca.gov/pages/index.aspx) (<https://www.caleprocure.ca.gov/pages/index.aspx>) titled "Questions and Answers to RFP 25C094000." CHP reserves the right to contact an inquirer to seek clarification of any inquiry received and/or to consolidate questions if multiple similar questions are received.

Proposers that fail to report a known or suspected problem with this RFP and/or any accompanying materials or fail to seek clarification and/or correction of this RFP and/or any accompanying materials shall submit a proposal at their own risk. In addition, if awarded the agreement, the successful Proposer shall not be entitled to additional

compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission or error.

1. What to include in an inquiry

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

2. Question deadline

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

CHP will accept questions or inquiries about the following issues up to the RFP due date:

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

3. Verbal questions

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

Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CHP unless later confirmed in writing. Any additional requirements shall be issued in the form of an addendum to all potential proposers.

Direct all verbal requests for DVBE assistance to CHP, SB/DVBE Advocate at (916) 843-3616 up to the proposal's due date.

4. Scope of Work

Please refer to **Exhibit A** entitled "Scope of Work", which is included in the Proposed Agreement Forms/Exhibits section of this RFP. **Exhibit A** contains a detailed description of the services and work to be performed as a result of this RFP.

E. Reasonable Accommodations

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

Business Services Section, Contract Services Unit

Telephone number

(916) 843-3610

(TTY) - California Relay telephone number

1-800-735-2929

NOTE: The range of assistive services available may be limited if requestors cannot allow ten (10) or more state working days prior to date the alternate format material is needed.

F. Qualification Requirements

This procurement solicitation is open to all proposers or entities that, by the time of the proposal submission deadline, operate a full-service communications marketing and advertising firm, have significant experience (via the business or key employees) developing and managing statewide campaigns for government entities, are experienced in advertising campaign budgeting and management, meet the requirements specified herein, and are capable of meeting CHP's needs. Since the method of payment in the resulting contract will be payment in arrears for work completed, Proposers must have sufficient financial resources to perform services and withstand reimbursement processing for upwards of 90 days.

Qualification Requirements are composed of the documents listed in **Attachment 1, Required Attachment Checklist and Proposer Certification Sheet** and any documents required by the attachments listed therein. The Proposer must meet and document both the minimum industry qualifications for proposers (Section 1, below) and the general proposal requirements and information (Section 2, below). The Proposer shall document these qualification requirements in Attachment 1 and **Attachment 2, Minimum Qualifications Checklist**.

1. Minimum Industry Qualifications for Proposers

The minimum industry qualifications for proposers are as follows:

- a. Three (3) years of experience in advertising and marketing for government clients.
- b. Three (3) years of experience in advertising and a minimum of 10% of the proposer's work product for calendar year 2021 (or more recently) in digital marketing efforts;
- c. That the Proposer submit resumes for two (2) of the Proposer's account team principals (Project Manager and Budget Manager, that have at least five (5) or more years of relevant experience.

2. General Proposal Requirements and Information

Failure to meet the following requirements by the RFP's due date will be grounds for CHP to deem a Proposer non-responsive. In submitting a proposal each Proposer must certify that it possesses the following qualification requirements.

- a. That Proposer and all subcontractors be legal business entities licensed to do business in California.
- b. That proposer has an existing office in California and maintain it for the Agreement's duration.

- c. License/Permits - Provide any business or advertising license that your company holds.
- d. That Proposer provide all specified required attachments and meet the requirements specified within this RFP.
- e. Proposers must be able to perform all services as described in Exhibit A entitled “Scope of Work” that is included in the Proposed Agreement Forms/Exhibits section of this RFP.
- f. Proposers must certify their willingness to comply with all terms and conditions addressed in Section L of this RFP, entitled “Agreement Terms and Conditions,” including those terms in the referenced exhibits.
- g. Corporations: Corporations must certify they are in good standing and qualified to conduct business in California.
- h. Expatriate Corporations: The California Highway Patrol may not enter into any contract with an expatriate corporation per California Public Contract Code 10286.1.
- i. Nonprofit Organizations: Non-profit organizations must certify they are eligible to claim nonprofit status.
- j. Proposers must have a past record of sound business integrity and history of being responsive to past contractual obligations.
- k. Before agreement execution, the awarded proposer must supply proof of liability insurance that meets the requirements in Exhibit E, entitled “Insurance Requirements” that is included in the Proposed Agreement Forms/Exhibits section of this RFP.
- l. The awarded proposer and all personnel who are assigned to the contract may be subject to a driver license and fingerprint check before access to a CHP facility is authorized. An adverse finding under the fingerprint check, may at the sole discretion of CHP, result in a requirement for personnel replacement or cancellation of the contract.

3. Definitions and Terms

- a. CHP has established certain requirements with respect to proposals to be submitted by prospective proposers. The use of “shall”, “must”, “mandatory” or “required” in the RFP must be followed unless exempt by law or granted exemption by the Department of General Services.
- b. The word “should” in the RFP indicates desirable attributes of conditions but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal. The word “may” is a policy or procedure guideline presented as helpful aide, and if not material may be waived by the Office.
- c. “Department” and “CHP” refers to the California Highway Patrol.
- d. “Proposer(s)” refers to contractors/vendors responding to this RFP.

- e. “Material Deviations” means a deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one proposer over other proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the vendor or on the cost to the Department. Material deviations cannot be waived.
- f. Please refer to Exhibit G “Terms and Definitions” in the Sample Agreement for definitions for advertising, marketing and electronic media.

G. General Instructions

1. Evaluation and Award

The competitive bidding process being used for this procurement of services is known as the Request for Proposal (RFP) - Secondary. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in the RFP. At the time of Proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected.

Proposals will be reviewed by CHP’s Contract Services Unit for compliance with the requirements of Attachment 1, Required Attachment Checklist and Proposer Certification Sheet. Each Proposer must establish its ability to meet each stated requirement.

Failure to submit the information listed in Attachment 1 and attachments therein, may, at the sole discretion of the CHP, result in the disqualification of the proposal. If all Proposers fail to meet one or more of the required submittals, the CHP reserves the right to continue evaluating the proposals.

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

a. Evaluation Criteria for High Value Technical Points

Upon determination that the proposal is responsive and responsible, proposals that included all required Attachments will be evaluated by the CHP’s evaluation team of technical Subject Matter Experts (SMEs). The Evaluation Team will evaluate and score the proposals according to the criteria contained herein. Each component will be scored according to the degree of responsiveness and documentation present in the proposal being evaluated. A component score will not exceed the maximum possible points shown for that component. The proposal’s technical score, before adjustments for any preference which may apply, will be the sum of the points determined by the CHP’s evaluation team. CHP’s evaluation team will then determine whether proposals have met the minimum designated technical points.

There are 800 high value technical points available. Proposals must receive at least the minimum technical points in order to be considered. **Proposals that do not achieve the minimum designated technical points of 560 will be**

disqualified at this point. Proposals that achieve the minimum designated technical points or higher will then be evaluated for cost points and preference and incentive points. The evaluation criteria for this RFP's high value technical points are below.

Item	Evaluation Criteria	Value	Qualifications
#1	Corporate experience as a leader in electronic marketing methods with medium to large client/server systems including the responsibility for analysis, design, development, testing, implementation, training, and deployment of advertising services.	Supplier expertise with engagements of similar scope and complexity	Experience ranging from less than 6 months to greater than 6 years (0 – 150 points)
#2	Does the proposer's submittal demonstrate clearly stated goals, objectives, timelines, strategies and tactics?	Quality of product or service or its technical competency	Plan ranking ranges from inadequate plan to exceptional plan (0 to 100 points)
#3	Does the proposer's hypothetical workplan include clearly stated goals, objectives, timeline, strategies and tactics?	Reliability of delivery and implementation schedules	Reliability ranges from inadequate plan to excellent plan (0 to 100 points)
#4	Does the Proposer's background, management plan and hypothetical workplan demonstrate adequate experience in developing, managing, budgeting, and tracking public relations/advertising campaigns for government agencies?	Industry and program experience, consistency of the proposed solution with the State's planning	Experience and consistency ranges from inadequate plan to exceptional plan (0 to 150 points)
#5	Proposer's documented experience in ability to maximize dollars being spent through PSAs, pro-bono support, more cost-effective advertising or other tactics?	Prior record of supplier performance	Supplier performance ranges from not documented to exceptionally documented (0 to 150 points)
#6	Proposer's documented experience in cost effective technologies designed for younger (millennial markets)	Innovative use of current technologies and quality results proven development and methodologies and tools	Innovative use ranges from not documented to exceptionally documented (0 to 150 points)
Maximum Possible Points			800

b. Calculation for High Value Cost Points

The CHP's CSU will then calculate High Value Cost Points. There are a maximum of 400 high value cost points available for this RFP. The lowest cost proposal is awarded the maximum cost points. All proposals will be evaluated with the lowest cost proposal in order to determine appropriate cost points.

Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost = (factor) x maximum cost points = cost points for other proposer

This is evaluated in comparison with Other Proposer's Cost:

EXAMPLE OF COST SCORING FOR AN RFP: Lowest cost proposal = \$75,000
Proposal under evaluation = \$100,000

If 30 maximum cost points are available, they are awarded to lowest cost proposal

(Lowest cost proposal) $\frac{\$75,000}{\$100,000} = \frac{3}{4} \times 30 = 22.5$ cost points awarded to
proposal under evaluation

c. Preference/Incentive Participation

The CHP's Contract Services Unit (CSU) will then calculate preference and incentive points (SBE, DVBE, TACPA, etc.) Claims made for preference/incentive participation as outlined in Section I entitled, "Preference and Incentive Programs", will be verified and points awarded for preference/incentive will then be calculated and added to technical and cost points.

Any Small Business Enterprise (SBE) and/or Non-Small Business/Subcontractor Preference points will then be verified, calculated, and added to technical and cost points. SBEs, and non-SBEs subcontracting at least 25% of net bid price to one or more CUB-compliant SBEs, will be verified, calculated, and awarded SBE preference points as listed in Section I "Preference and Incentive Program Information" if applicable.

DVBE participation and incentive points will then be verified, calculated and added to technical and cost points.

Any Nonprofit Veteran Service Agency Small Business Preference (/NVSA) points will be verified, calculated and added to technical and cost points.

Any TACPA points will then be verified, calculated and added to technical and cost points.

d. Ranking

After all proposals are scored, and proposals that did not achieve the minimum technical points are identified and disqualified, the proposals will be ranked. The Agreement shall be awarded to the Proposer whose responsive and responsible proposal is given the highest score. Ties shall be handled as specified in Section J. 1. Entitled, "Settlement of Ties". The awardee will be notified and "Intent to Award" will be posted

2. Budgeted Funds

This agreement will be for two (2) State Fiscal Years (SFY) at a cost determined by the annual budget allocation for PTS typically received in July as the first month of the fiscal year. The goal of CHP's PTS is to maximize available funding to increase education and understanding of Impaired Driving and familiarize them with the problem, problem recognition, and alternate solutions, such as designating a sober driver. The estimated* value of the resultant agreement is \$600,000 for each SFY, totaling \$1,800,000 (One Million, Eight Hundred Thousand Dollars) for three (3) years.

There are two (2), one (1) year options to extend, which, if exercised, will be funded via amendment to resulting agreement. Optional years will be implemented at CHP's sole discretion.

*If funding for any fiscal year is reduced or deleted by the State's Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Cost Detail Format and Requirements

The total costs of all tasks and milestones for each SFY cannot exceed the annual budget as mentioned above. Proposers are instructed to use Attachments 17, entitled Proposer's Workplan and #19, Cost Worksheet in preparing their workplan and cost proposal. PTS seeks to utilize available funds and leverage funds for maximum effectiveness.

4. Proposer's Costs

Costs incurred for developing proposals in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be reimbursed by the State of California.

H. RFP Format, Content, and Submission Requirements

1. Submission Instructions

- a. Each individual or firm may submit only one (1) proposal. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) proposal, CHP will reject all proposals submitted by that firm or individual.
- b. Before preparing a proposal, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. Agreement increases will not be allowed due to poor examination or understanding of specifications.
- c. Develop proposals by following all RFP instructions and instructions or clarifications in question/answer notices, clarification notices, or RFP addenda.
- d. The CHP may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to the posted RFP on [CaleProcure.ca.gov](https://www.caleprocure.ca.gov) (<https://www.caleprocure.ca.gov/pages/index.aspx>). Proposers are encouraged to check the posted RFP regularly for modifications, questions and answers, addenda, etc.
- e. All proposals shall include the documents identified in Attachment 1, Required Attachment Checklist and Proposer Certification Sheet.
- f. Proposers must not alter the CHP's checklist or forms. Any change made to the forms, including but not limited to exceptions, deletions, and additions, may be the basis for disqualification of a proposal.
- g. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 1, Required Attachment Checklist and Proposer Certification Sheet and Attachment 19, Cost Worksheet. The signature must indicate the title

or position that the individual holds in the firm. An unsigned proposal may be rejected.

- h. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided on all required documents.
- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications contained within this RFP and Exhibit A of the Proposed Agreement will not be considered and will cause a proposal to be rejected.
- j. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected.
- k. For CHP to award an Agreement, proposals must at a minimum, be fully responsive to the specific requirements stated in this RFP. Proposers must identify any requirements of this RFP that they cannot satisfy.
- l. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of the forms or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
- m. CHP reserves the right to accept or reject any or all proposals received as a result of this RFP, or to modify or cancel all or part of this RFP, if it is in the best interest of the State to do so. CHP is not required to award an agreement.

2. Written Submittal Specifications

Along with the specifications contained within this RFP, Proposals shall comply with written submittal instructions as specified in the following attachments:

- Attachment 15, Letter of Introduction
- Attachment 16, Campaign Histories
- Attachment 17, Proposer Workplan
- Attachment 18, Escalation Process

3. Proposal Format Requirements

This section specifies how the response package should be assembled and submitted.

- a. Sign applicable RFP attachments/forms in ink, preferably in a color other than black. Have a person who is authorized to bind the submitting firm sign each form that requires a signature. **Signature stamps are not acceptable.** Unsigned proposals may be rejected.
- b. Submit the proposal as specified below.

- 1) All proposals must be submitted under sealed cover and sent to CHP by the date and time shown in Section B, "Time Schedule." Proposals received after this date and time will not be considered.
- 2) Provide one (1) hardcopy original of all documents specified in Attachment 1, Required Attachment Checklist and Proposer Certification Sheet. The hardcopy original must be marked "Original" and have original signatures. Attachments and/or forms that require a signature must be signed in ink (preferably in a color other than black) by a person who is authorized to bind the proposing firm. Refer to Attachment 1 for specific submittal requirements.
- 3) Submittals must be organized in the same order and with the same lettering/numbering and format as shown in Attachment 1. Hardcopy original **(with the exception of Attachment 19, Cost Worksheet)** must be submitted in a 3-ring binder, one sided or double-sided on 8 1/2 x 11 inch paper, using at least 11 point font. Tables, graphics, exhibits, inserts, and attachments must be submitted in a font size no smaller than 9 points. Each page must be consecutively numbered with sections clearly marked or labeled.
- 4) **Hardcopy original of Attachment 19, Cost Worksheet shall be sealed in an envelope labeled "Proposer/Company Name" RFP 25C094000 Attachment 19, Cost Worksheet.**
- 5) Provide one (1) complete copy of all documents as specified herein **(with the exception of Attachment 19, Cost Worksheet)** on CD/DVD or Flash/Thumb Drive. Electronic media device must be compatible with Microsoft Office 2016 Suite and Adobe Reader 7 or higher and must be organized in the format described in this section. Device should be labeled "Proposer/Company Name" RFP 25C094000 Copy.
- 6) Campaign Case Histories, and relevant Samples/Examples shall be submitted via electronic media device as addressed above. If submitting separately from RFP copy; device should be labeled "Proposer/Company Name" RFP 25C094000 Examples. It is acceptable for proposers to submit both the copy of proposal as well as samples of prior work on the same media device.
- 7) Proposal shall be submitted in one (1) large sealed envelope or small box and must be plainly marked with the RFP number and title, your firm name and address, and **"DO NOT OPEN"**. As shown in the following example:

Proposer's Name and Address
CHP RFP #25C094000
DO NOT OPEN UNTIL March 24, 2025 @ 11:05 A.M.

The following items are to be submitted within the envelope/box:

- i. Binder containing hardcopy original of all documents specified in Attachment 1, except for Attachment 19.
- ii. Sealed and labeled envelope containing Attachment 19, Cost Worksheet.
- iii. Electronic Media Device(s) containing copy of proposal, case histories and any samples/examples of previous work.

Unless otherwise indicated, do not submit supplemental information or other materials that CHP has not requested.

- 8) Proposals may be sent by mail, by express service, or by hand delivery of the proposal package to the Department of California Highway Patrol, Business Services Section, Contract Services Unit address listed below. Proposals may not be transmitted electronically by fax or email.

U. S. Mail/Overnight Express or Hand Delivery:

RFP# 25C094000

Department of California Highway Patrol
Business Services Section, Contract Services Unit,
Attn: MATTHEW MACDONALD
601 North 7th Street
Sacramento, CA 95811
Phone: (916) 843-3611

- 9) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- 10) Arrange for timely delivery of the RFP package to the specified address. Proposers are advised not to wait until shortly before the RFP submission deadline to submit the proposal.

4. Proposer Warning

Regardless of postmark or method of delivery, the CHP Business Services Section, Contract Services Unit must receive the proposal by the date and time stated in section B of this RFP, entitled "Time Schedule."

CHP's internal processing of mail may add 48 hours or more to the delivery time. If the proposal/response package is mailed, consider using certified or registered mail and request a receipt upon delivery.

For hand deliveries, allow enough time to locate parking. As the building designated for hand deliveries is a secure facility Proposers are required to remain in the lobby. Proposers should notify the clerk at the front desk of the nature of their business. The clerk will notify CHP Business Services Section, Contract Services Unit. Proposers are warned not to surrender their proposals in the care of a person other than CHP Contract Services Unit staff.

NOTE: It is the proposer's responsibility to ensure their response package is received by CHP before the proposal's due date/time. CHP is not responsible for proposals received after the due date and/or time due to circumstances beyond CHP's control.

5. Modifications and Withdrawals

- a. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline set forth in Section B, Time Schedule. Proposal modifications offered in any other manner, oral or written, will not be considered.
- b. A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in

accordance with Section H.,5 “Modifications and Withdrawals” of this section. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal’s submission deadline.

I. Preference and Incentive Program Information

Preference and incentive programs are identified below. When the Proposer satisfies the requirements and requests preferences and incentives, the Proposer must clearly identify in their submitted Proposal the programs that the Proposer qualifies for. Denial of preference or incentive requests is not a basis for rejection of the Proposal.

CHP will adjust evaluation points for applicable claimed preference(s) and/or incentive(s) to determine the lowest responsive proposer. CHP will apply preference and/or incentive adjustments to eligible proposers according to State regulations following verification of eligibility with Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS).

All information submitted by the proposer to comply with this RFP’s preference and incentive requirements will be verified by CHP. If evidence of an alleged violation is found during the verification process, the CHP will initiate an investigation with this information in accordance with OSDS requirements. Proposers must verify each subcontractor’s certification with DGS OSDS to ensure eligibility.

It is the Proposer’s responsibility to provide all necessary documentation in support of any preference requested. Omission of such documentation may render your proposal non-responsive.

To confirm the identity of the highest pointed responsive Proposer, CHP will adjust the total evaluation points for applicable claimed preference(s) and/or incentive(s). CHP will apply preference and/or incentive adjustments to eligible Proposers according to state regulations following verification of eligibility with Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS).

Refer to Section J. 1 of this RFP, entitled “Settlement of Ties” to learn how ties will be resolved.

1. Disabled Veteran Business Enterprise (DVBE) Program Requirements, Commercially Useful Function (CUF) Certification, and DVBE Incentive.

This RFP has a DVBE participation minimum requirement of five (5) percent. Failure to comply with the DVBE requirement will result in immediate rejection of proposal.

The Contractor will engage the services of Disabled Veterans Business Enterprise (“DVBE”) firms in compliance with state contracting laws to assist in servicing this program. Pursuant to Military and Veterans Code Section 999.5, subdivision (a), an incentive will be given to a Proposer who provides additional (more than the minimum requirement of 5%) DVBE participation. For evaluation purposes only, the State shall apply an incentive to responses that propose California certified DVBE participation and are confirmed by the State. The incentive amount for awards based on DVBE participation will vary in conjunction with the percentage of DVBE participation. Refer to section H point 1, “Evaluation and Award.”

- a. The CHP has set a minimum goal requirement of five percent (5%) for DVBE Participation. Failure to comply with the DVBE program requirements will cause your proposal to be deemed non-responsive and ineligible for award of the proposed Agreement.
- b. To ensure responsiveness to this RFP, return a completed Bidder Declaration form (GSPD-05-105) (Attachment 5); DVBE Declaration, STD. 843 (Attachment 4); and the Commercially Useful Function Certification form, (Attachment 12 with your proposal.
- c. Proposer's that are certified DVBEs or Proposer's that commit to using DVBE for **more than** the mandatory 5% are eligible to receive DVBE Incentive.

The DVBE Incentive is as follows:

Confirmed DVBE Participation	DVBE Incentive	Points*
10% - or above	5%	60
8.0 – 9.99%	4%	48
7.00 – 7.99%	3%	36
6.0 – 6.99%	2%	24
5.01 – 5.99%	1%	12

*Calculated as the DVBE Incentive percentage of total RFP points of 1200.

A proposer is eligible to receive this additional DVBE incentive if they are a certified DVBE or if a non-DVBE proposer commits to use a certified DVBE (s) as subcontractor(s). If the #1 ranked, responsive, responsible proposal is a California certified small business, the only proposers eligible for the incentive will be other California certified small businesses.

- d. Certified DVBE Proposer additional incentive considerations:
 - 1) Commit to performing at least 5.1% of the contract value with the prime proposer's firm or in combination with another DVBE(s).
 - 2) Document DVBE participation on the Bidder Declaration GSPD-05-105 (Attachment 5). The Proposer must complete the Bidder Declaration GSPD-05-105 (Attachment #5 in the Required Attachment Checklist).
 - 3) At the State's option a DVBE Proposer working in combination with other DVBE(s) will submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration GSPD-05-105 (Attachment 5). When requested, the written confirmation must be submitted to the address or facsimile requested, the written confirmation must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for proposal rejection.
- e. Non-DVBE Proposer additional incentive considerations:
 - 1) Commit to using certified DVBE(s) for at least 5.1% of the RFP's value.
 - 2) Document DVBE participation on the Bidder Declaration GSPD-05-105 (Attachment 5). The Proposer must complete the Bidder Declaration GSPD-

05-105 (Attachment #5 in the Required Attachment Checklist), and Attachment 12 (Commercially Useful Function).

- f. At the State's option prior to contract award, a Proposer is instructed to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105 (Attachment 5). The CHP may contact each listed DVBE, by mail, e-mail, fax or telephone, for verification of the Proposer's submitted DVBE information. When requested, the document(s) must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit written confirmation as specified may be grounds for proposal rejection.
2. **Small/Micro Business (SB) Preference (preference not to exceed five percent (5%))**
- a. The Small Business regulations are located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Sections 1896 et seq. concerning the five percent (5%) preference given to California certified small business contractors. Program requirements may be viewed at: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>
 - b. A responsive proposer, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the highest pointed non-preferenced RFP response/proposal. Small business means a responsive/responsible proposer that is certified by the California Department of General Services as a small business or micro business. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service agencies (NVSA) are instructed to review point 4) below regarding Nonprofit Veteran Service Agency Small Business Preference.
 - c. In granting small/micro business preference, no offer will be changed by more than five percent (5%). The percentage adjustment is for computation purposes only and does not alter the actual cost offered by the proposer.
 - d. To be certified as a California small/micro business and eligible for a preference the business concerned must meet the State's eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the RFP submission deadline date.
 - e. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from DGS, OSDS, fully complete the application, and submit it to DGS as instructed in the application. Prospective proposers desiring small business certification assistance may contact the Department of General Services (DGS) Office of Small Business and Disadvantaged Veteran Business Enterprise Services (OSDS) by the following means:
 - 1) (916) 322-5060 (24-hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or *800) 559-5529 (live operator-central receptionist), or
 - 3) Internet
address: <http://www.dgs.ca.gov/pd/Programs/OSDS?GetCertified.aspx> or

- 4) Fax: (916) 475-4950 or
- 5) Email: OSDSHelp@dgs.ca.gov

f. Proposers seeking this preference are instructed to complete their Cost Worksheet and include their DGS small/micro business number and a copy of the DGS certification as instructed in the Attachment Checklist.

3. Non-Small Business/Sub-contractor Preference (preference not to exceed five percent (5%))

- a. Pursuant to Government Code Section 14837 (d) (4) a five percent (5%) preference will be given to Proposers meeting legal requirements and obtaining California small business certification.
- b. Non-small business means a responsive/responsible proposer that is not certified by the California Department of General Services as a small business or micro business.
- c. If the tentative low proposer is not a certified DVBE or small/micro business, a preference of up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.6 (b) and Government Code Section 14835.
- d. If a proposer claims the non-small business subcontractor preference, the proposal must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total price or cost offered.
- e. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the agreement, and the basic functions to be performed must be identified at the time of the RFP submittal.
- f. In granting the non-small business subcontractor preference, no RFP submittal's evaluation computation will be changed by more than five percent (5%). The point adjustment is for computation purposes only and does not alter the actual cost offered by the proposer.
- g. Proposers seeking this preference are instructed to complete Attachment 3 (Non-Small Business Subcontractor Preference Request and Small/Micro Business subcontractor/Supplier Acknowledgement Form) and Attachment 12 "Commercially Useful Function" to request the non-small subcontractor preference.

4. Nonprofit Veteran Service Agency Small Business Preference (/NVSA)

- a. Pursuant to Military and Veterans Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/micro business preference and verified as such in the relevant category or business type prior to the proposal submission's due date will be granted a preference of up to five percent (5% of the highest pointed responsible

proposal, if the highest responsive proposal is submitted by a proposer not certified as a small business/micro business.

- b. In granting small business preference to NVSAs, no proposal points will be increased by more than five percent (5%) of the highest pointed responsive proposal, if the highest pointed responsive proposal is submitted by a proposer not certified as a small business/micro business. The “service” category is the business type that will most likely apply to this procurement.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - i. Request preference at the time of proposal submission, and
 - ii. Become certified as a small business or micro business by the appropriate office of the California Department of General Services prior to the proposal submission’s due date.

5. Other Preference Programs – Target Area Contract Preference Act (TACPA)

Please refer to Attachment 13 for information regarding the TACPA preference program and required forms.

6. Applying Preference and Incentives

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

In the event that proposers qualify for the SB preference and/or the DVBE incentive, the SB preference shall be calculated first. In circumstances where the CHP will award a single agreement as a result of this solicitation, in accordance with Government Code Section 14838, subdivision (f), the DVBE incentive will not be calculated if, after the application of the SB preference, an SB proposer is the apparent highest scoring proposer unless another SB proposer is also a DVBE or has subcontracted with DVBE firms. The SB preference of 5% will be applied when a responsible Proposer that is not a CA certified SB or a NS claiming 25% CA certified SB subcontractor participation submits the highest scored proposal. (Note: NS claiming SB subcontractor preference cannot remove an award from a certified SB).

The DVBE incentive will be applied to each qualified Proposer’s verified DVBE participation percentage by applying the percentage of incentive as a percentage of the RFP’s total points

7. Additional Information Regarding Commercially Useful Function (CUF)

Each certified SB/MB or DVBE must perform a commercially useful function. Proposers who are found not to be performing a CUF will have their proposals deemed non-responsive. A SB/MB or DVBE is deemed to perform a commercially useful function when the business does all of the following:

- a. Is responsible for the execution of a distinct element of the work of the Agreement.
- b. Carries out its obligation by actually performing, managing, or supervising the work involved.
- c. Performs work that is normal for its business services and functions.
- d. Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- e. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Agreements resulting from this RFP shall afterwards be monitored for compliance with CUF for the duration of the Agreement.

8. Adherence to the DVBE requirements:

- a. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or offer may be cause for agreement termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military 7 Veterans Code Section 999.9; Public Contract Code Section 10115.10 or Public Contract Code Section 4110 (applies to public works only). Contractor must immediately notify the CHP's SB/DVBE Advocate that the substitution of a DVBE subcontractor is requested.
- b. Failure of Contractor to adhere to the certification requirements of Military and Veterans Code Section 999.5, subdivision (d) may be used as evidence of the proposer's non-responsibility in future solicitations.

J. Award and Protest

1. Settlement of Ties

- a. In the event of a precise tie between the lowest responsive proposal submitted by a certified small business or micro business and the lowest responsive proposal submitted by a certified DVBE that is also a certified small business, the Agreement will be awarded to the DVBE proposer per Government Code Section 14838 (f) et seq.

- b. In the event of a precise tie between the lowest responsive proposal submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive proposal submitted by a certified small business or micro business, the Agreement will be awarded to the certified small business or micro business.
- c. In the event of a precise tie between the lowest responsive proposal submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive proposal submitted by a certified DVBE that is also a certified small business, the Agreement will be awarded to the certified DVBE.
- d. In the event of a precise tie between the lowest responsive proposal submitted by a non-small business that was granted the DVBE subcontractor incentive and the lowest responsive proposal submitted by a certified small business or micro business, the Agreement will be awarded to the certified small business or micro business.
- e. In the absence of a California law or regulation governing a specific tie, CHP will settle all other tie proposals in a manner CHP determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CHP settle a tie by dividing the work among the tied proposers.

2. Intent to Award

- a. Upon selection of a proposed contractor, a Notice of Intent to Award will be posted in a public place at the California Highway Patrol Headquarters, 601 North 7th Street, Sacramento, CA 95811, for five (5) working days prior to awarding the agreement.
- b. Proposals, cost data and evaluation forms will be regarded as public record after the contract is awarded under the California Public Records Act (Government Code Section 6250 et seq.).

3. Protest Procedures

An initial protest letter and a detailed, written statement of protest, including the RFP number, and the name of the State agency involved (CHP) and the agency contract analyst, should be submitted to both:

- The Department of General Services, Office of Legal Services:
- The Department of California Highway Patrol

Protests may be sent by regular mail, facsimile, courier or personal delivery. Protestants should include their fax numbers if they have one. Submission information is below.

Hand Delivery, Mail or Overnight Express:	Fax:
Protest to CHP RFP 25C094000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Matthew Macdonald 601 North 7th Street Sacramento, CA 95811	Protest to CHP RFP 25C094000 Department of California Highway Patrol Contract Services Unit Attn: Matthew Macdonald Fax (916) 322-3166
Protest to CHP RFP 25C094000 Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605	Protest to CHP RFP 25C094000 Department of General Services Office of Legal Services Fax: (916) 376-5088

For faxed protests

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

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

Department of General Services	(916) 376-5080
Department of California Highway Patrol	(916) 843-3610

K. Disposition of Proposal

1. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California.
2. Proposals are Public Records

Pursuant to the California Public Records Act, California Government Code Sections 67250 et seq., all data materials, information, and documents submitted to the CHP by a proposer may be incorporated into a publicly-available contract and may otherwise be subject to disclosure upon request by competitors and members of the public after the apparent successful proposer has been announced. The CHP will process all Public Records Act requests in accordance with the laws of the State of California. A proposer's labeling of any proposal materials as "confidential" or otherwise exempt from disclosure is not binding on the CHP, and the CHP will not be liable to the proposer or to any other person or entity for disclosing information as required by law.

3. Inspecting or obtaining copies of proposals

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

4. What can be inspected/copied and when

After the proposal opening, all proposals, proposer lists, conference sign-in/attendance sheet, checklists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

5. Inspecting or obtaining copies of submitted proposal materials

Persons wishing to view or inspect any RFP related materials must identify the items they wish to inspect and must make an inspection appointment by contacting **CHP Business Services Section, Contract Services Unit at (916) 843-3610**.

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

Unless waived by CHP, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **thirty cents (\$0.30)** per page for regular copies and **fifty cents (\$0.50)** per page for copies of microfilm or computer records. For computer records, each perforated section shall be considered one (1) page. CHP will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - RFP #25C094000

Department of California Highway Patrol

Attn: Public Records Coordinator

601 North 7th Street

Sacramento, CA 95811

Proposers may also contact CHP at (916) 843-3120 or email PRA@chp.ca.gov.

L. Agreement Terms and Conditions

The winning proposer must enter into an agreement that may contain the proposer's Cost Worksheet/cost worksheet or pricing, the proposer's workplan, the CHP's scope of work, standard agreement provisions, and one or more of the agreement forms and/or exhibits identified in the Proposed Agreement contained herein.

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

The proposer agrees to comply with the State's General Terms and Conditions (GTC-04/2017) which can be viewed at:

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

In general, CHP will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, Insurance, Intellectual Property, and will not accept alternate agreement/exhibit language submitted by a prospective contractor. CHP will consider a proposal containing such provisions a "counter proposal" and CHP may reject such a proposal.

1. Resolution of differences between RFP and agreement language

If an inconsistency, patent ambiguity, or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions

appearing in this RFP, any inconsistency, patent ambiguity, or conflict will be resolved by giving precedence to the Agreement.

No oral understanding or agreement shall be binding on either party.

2. Jurisdiction

All services provided under the agreement resulting from this RFP shall be governed by the laws, procedures, and policies of the State of California.

REQUIRED ATTACHMENT CHECKLIST AND PROPOSER CERTIFICATION SHEET

PROPOSERS ARE INSTRUCTED TO USE AND SUBMIT CHECKLIST AND DOCUMENTS

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions, and agreement exhibits addressed in the section N of the RFP, entitled "Agreement Terms and Conditions."	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) My firm is eligible to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the state to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm will supply before agreement execution, proof of self-insurance or copies of insurance certificates proving possession of appropriate liability insurance that meets the requirements stipulated in the Proposed Agreement's Exhibit E.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposal Content. I have completed and returned Attachments 1-18, if these attachments are applicable: (Attachments 3, 9a, 12 and 13 may not be applicable, and Attachment 14 is informational only.)		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> No	Attachment 1, Required Attachment Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2, Minimum Qualifications Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 3, Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form, if applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4, STD. 843, Disabled Veteran Business Enterprise Declarations [Check "N/A" if you are not requesting DVBE Incentive.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5, GSPD-05-105, Bidder Declaration	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6, Client References Please note: Two clients must be utilized in Attachment #16, "Case Histories"	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7, CCC 04/2017 – Contractor Certification Clauses	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8, CHP 116 - Darfur Contracting Act (If option 2 was selected, a copy of the written permission from DGS is attached.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9, STD. 204, Payee Data Record and STD 205	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9a, STD. 205, Payee Data Record Supplement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 10, CHP 78V, Conflict of Interest & Confidentiality Statement - Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 11, California Civil Rights Laws Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 12, Commercially Useful Function (CUF), if applicable (applicable if an SBE or DVBE subcontractor is utilized).	<input type="checkbox"/> Yes <input type="checkbox"/> No

		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 13, TACPA Preference Request (if applicable).	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Attachment 14, Final Report – Utilization of Small Business and Disabled Veteran Enterprises Proposers are instructed that Attachment 14 is informational, as the awarded Contractor must submit Attachment 14 at the Agreement's end. If awarded, my firm has read and is willing to comply with the requirement to return Attachment 14, Final Report, at the agreement's end. _____ Proposer Initial Here	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 15, Introduction Letter	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 16, Campaign Case Histories	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 17, Proposer's Work Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 18, Proposer's Escalation Process (This will be incorporated in awarded Contractor's final Agreement)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 19, Cost Worksheet	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 19a, Cost Worksheet Summary	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 20, STD 1000, Generative Artificial Intelligence (GenAI)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
	The following supplemental documents have been included (if applicable):	Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(California Businesses) Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. [Check "N/A" if not a California business or no business license is required.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) Either a copy of the Certificate of Status issued by California's Office of the Secretary of State or a copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. [Check "N/A" if not a Corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Copy of License(s) or Certification(s). Required see Section G. Qualification Requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Copies of Addendum 1 Notification and any other subsequent Addendum(s), if applicable and required by the Addendum.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	PLEASE NOTE: THE COST WORKSHEET IS ATTACHMENT 19 AND IS PACKAGED SEPARATELY FROM OTHER ATTACHMENTS AS INDICATED IN THE RFP, PAGE 13. SECTION 4.B.,ITEM 4).	Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 19, Cost Worksheet (packaged separately as indicated above)	<input type="checkbox"/> Yes <input type="checkbox"/> No

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the “required attachments” as an entire package with original signatures. The proposal must be transmitted in a sealed envelope/box in accordance with RFP instructions.

Do not return either the “Request for Proposal” or the “Proposed Agreement”. Do not submit any items other than those requested by the RFP.

- A. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature authorizes the verification of this certification.

An Unsigned Proposal/proposer Certification Sheet May be Cause for Rejection.

Completion Instructions for Proposal/Proposer Certification Sheet are provided below the form.

1. Company Name	2. Telephone Number ()	2a. Email Address
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer’s Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number:	If yes, enter your service code below:	
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>		
NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”. Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer 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 federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your 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.

**MINIMUM QUALIFICATIONS CHECKLIST
(To Be Completed by Proposer)**

Point	Minimum Requirement – Check the applicable checkbox	N/A	Yes	No	Ref.
1.	That the Proposer and all subcontractors be legal business entities licensed to do business in California.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP page 7 point 2.a. 1)
2.	That the Proposer has at least one or more physical office locations within California at the time the submission is made?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP page 7, point 2. b. 2)
3.	Will the Proposer continue to maintain at least one or more physical office locations within California during the term of any contract awarded pursuant to this RFP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP page 7, point 2 b. 2)
4.	Does the Proposer possess and can the Proposer provide proof of valid and appropriate insurance as specified in the sample agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP page 7, point 2 j. 10)
5.	Is the Proposer (and any subcontractors) registered with the State of California, Secretary of State? (If required by law)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP page 7, point 2. g.
6.	Did the Proposer identify the Project Manager assigned to manage any contract awarded pursuant to this RFP?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP, Attachment 13
7.	Did the Proposer provide a resume for the Project Manager and Budget Manager?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP Attachment 14
8.	Did the resume for the Project Manager include the requisite experience (i.e., at least three (3) or more years of relevant experience?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP Attachment 15, point 2
9.	Did the Proposer document at least three (3) or more years of relevant experience in instructing POST certified 40-hour Investigative Interview & Interrogation Techniques and Cognitive Interview & Statement Analysis courses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP Attachment 15, point 2
11.	Did the Proposer meet both the minimum industry qualifications (page 7 F. 1.) for proposers and those of Section F 2. "General Proposal Requirements and Information."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP Attachment 2 and RFP page 7, F.1 and F.2.
12.	Did the Proposer submit the completed Attachment 1 – Required Attachments Checklist and include all applicable forms required within Attachment 1?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP, page 12, H.1.e; RFP Attachment 1
13.	Did the Proposer provide all necessary information and forms required showing proof of the mandatory 5% DVBE participation per page 20 of this RFP if Proposer is subcontracting? (The DVBE must perform a Commercially Useful Function (CUF) as defined in Chapter 623, Statutes of 2003 (A.B. 669), See Attachment 12 – Commercially Useful Function.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP Attachment 4 (DVBE Enterprise Declarations and Attachment 12, CUF.
14.	Did the proposer provide three (3) references within the last five (5) years for the firm as required on Attachment 6 – Client References (including all required information and/or documentation)? References must be for course and scope of work similar to the requirements in this RFP. Please note that these references must be used for Attachment 16, Campaign Histories.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RFP Attachment 6

**Non-Small Business Subcontractor Preference Request
And
Small/Micro Business Subcontractor Acknowledgement Form**

Name of Bidding Firm/Prime Contractor:	IFB Number:
Total Estimated Dollar Value of this IFB:	\$

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business (SB) or micro business (MB) subcontractor or supplier for a CHP procurement.

Subcontractor acknowledgements:

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

Provide a detailed yet brief description of the commercially useful function(s), as defined in Government Code 14837 (d)(4)(A), that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The SB/MB subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the bidding firm was awarded the agreement pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference (refer to Non-Small Business Subcontractor Preference (located elsewhere within this solicitation), the bidding firm/contractor is obligated to use each small and/or micro business subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after agreement execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

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

Net Dollar Value of SB/MB Subcontractor Agreement:	\$SB/MB Percentage Commitment (minimum of 25%): %	SB/MB Certification #: #	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:			Telephone number:
Address/Street/City/State/Zip Code			Email address (if applicable):
Printed/Typed Name of Subcontractor/Supplier:		Title:	SB/MB Federal Employer ID #:
Signature of Subcontractor/Supplier:			Date Signed:

Non-Small Business Subcontractor Preference Request

Non-Small Business Subcontractor Preference	<p>Non-small business bidders will be granted up to a five percent non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder:</p> <ol style="list-style-type: none"> 1. Has included in its bid a notification that it commits to subcontract at least 25 percent of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
Commercially useful function	<p>As defined in the Government Code Section 14837(d)(4)(A), a person or an entity is deemed to perform a commercially useful function if a person or entity does all of the following:</p> <ol style="list-style-type: none"> 1. Is responsible for the execution of a distinct element of the work of the contract. 2. Carries out the obligation by actually performing, managing, or supervising the work involved. 3. Performs work that is normal for its business services and functions. 4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. 5. A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.
How to calculate 25 percent subcontract participation	<p>Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25 percent to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.</p>
Use of proposed subcontractors and substitution	<p>If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. Substitutions or alterations are NOT allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the CHP SB/DVBE Advocate; and that request is subsequently approved/denied by the DGS.</p>
Preference and/or Incentive request instructions	<p>If preference(s)/incentive(s) are claimed, indicate this on the Bid Form and complete the appropriate Attachment identifying each small business, micro business or DVBE subcontractor that will be used in the performance of this contract. For each subcontractor identified on the appropriate Attachment, a completed and signed Small Business Subcontractor/Supplier Acknowledgment, STD 843, DVBE Bidder Declaration, and/or GSPD-05-105, Bidder declaration form must be obtained. Affix each form to the appropriate Attachment for submission with the bid response. If a signed Attachment 5 cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of the appropriated signed Attachment(s) and form(s) for each subcontractor listed is a prerequisite for agreement award confirmation.</p> <p>Identify only currently certified small business, micro business, and/or DVBE subcontractors, as active certification is required and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.</p>
Small Business Reporting Requirement	<p>If contractor made a commitment to achieve small business participation, within 60 days of receiving final payment under this solicitation, contractor MUST certify in a report entitled Final Report - Utilization of Small Business [SB] and Disabled Veteran Business Enterprise (DVBE) to CHP's Certified Business Advocate via facsimile at (916) 322-3166. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. This form can be view/downloaded at the CHP web site, www.chp.ca.gov/programs/index.html, click on Certified Business Advocate Program.</p>

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONSDGS PD 843 (Rev. 9/2019)
Formerly STD. 843**RFP #25C094000****ATTACHMENT 4****Page 1 of 1**

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/ Manager)	_____ (Date Signed)
_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
---------------------------------------	------------------------------------	------------------------

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 #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 & Email 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?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Client References

List three (3) clients served in the past five (5) years for which Proposer has provided similar services. Provide case histories for two (2) of these clients as specified in Attachment 16, Campaign Histories.

REFERENCE 1

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number
()

Dates of service

Value or cost of service

Brief description of service provided

REFERENCE 2

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number
()

Dates of service

Value or cost of service

Brief description of service provided

REFERENCE 3

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number
()

Dates of service

Value or cost of service

Brief description of service provided

If three references cannot be provided, explain why:

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (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. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.

Current State Employees (Pub. Contract Code §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 (Pub. Contract Code §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 twelve-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. (Pub. Contract Code §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. (Pub. Contract Code §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 paid 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 R&TC 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 governmental entity.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

DARFUR CONTRACTING ACT CERTIFICATION

CHP 116 (Rev. 4-11) OPI 076



Darfur Contracting Act Certification

Pursuant to Public Contract Code (PCC) Section 10478, a firm that currently has or within the previous three years has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to bid on or submit a proposal for a contract with a California state agency to supply goods or services.

A "scrutinized" company is one that does business in the African nation of Sudan (of which the Darfur region is a part). As defined in PCC Section 10476, a "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the conditions specified in PCC Section 10476 subsections (a) through (g).

Completion Instructions:

1. Mark/check one (1) box to describe the Bidding Firm's compliance with the Darfur Contracting Act.
2. Collect the signature of a person authorized to bind the Bidding Firm to the claim made below.
3. Return the completed/signed attachment with the bid/proposal response per bid instructions.

Bidding Firm's Claim (Check One):

- ☐ The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.
- OR**
- ☐ The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). Include a copy of the written permission issued by the Department of General Services with this attachment.
- OR**
- ☐ The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Certification

I, the official named below, am duly authorized to legally bind the Bidding Firm to the claims made herein. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

NAME OF BIDDING FIRM

Signature

DATE SIGNED

PRINTED/TYPED NAME

TITLE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**
Department of California Highway Patrol**UNIT/SECTION**
Contracts Services Unit**MAILING ADDRESS**
601 N. 7th Street**FAX**
(916) 322-3166**TELEPHONE** (include area code)
(916) 843-3610**CITY**
Sacramento**STATE**
CA**ZIP CODE**
95811**E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

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 and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

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 R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

TD

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

S 205 (New 03/2021)

Payee Information (must match the STD 204)**NAME** (Required. Do not leave blank.)**TAX ID NUMBER** (Required)

SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME
(If different from above)**Additional Remittance Address Information**

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY

STATE

ZIP CODE

2 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

3 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

4 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

5 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1 CONTACT NAME

TELEPHONE (Include area code)

EMAIL

2 CONTACT NAME

TELEPHONE

EMAIL

3 CONTACT NAME

TELEPHONE

EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

TD

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE X _____	DATE	TELEPHONE (Include area code)

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

S 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-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 R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-08) OPI 076

OPI CONTRACT/REQUISITION NUMBER

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE

TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

DATE

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

COMMERCIALLY USEFUL FUNCTION (CUF)

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the Commercially Useful Function (CUF) requirements under GOV Section 14837 (d) (4) (A) (i - v) (for SB) and Military and Veterans Code Section 999 (b) (5) (B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply:

DVBE

☐

Small Business

☐

Micro Business

☐

SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity does all of the following.
(Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

SECTION 2:

The Proposer shall provide a written statement detailing the role, services and/or goods that the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g., training, development, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the proposer versus the subcontractor responsibilities for each role):	

SIGNATURE OF

VENDOR (PRIME)

_____ DATE: _____

Target Area Contract Preference Act (TACPA)

This solicitation contains Target Area Contract Preference Act (TACPA) preference request forms. Please carefully review the forms and requirements. Proposers are not required to apply for TACPA preference, and denial of preference requests is not a basis for rejection of the bid.

The TACPA program was established in 1983 to stimulate economic growth and employment opportunities in designated distressed areas throughout the state of California. To claim the TACPA preference, which may not exceed 9% (combination of the 5% Worksite Preference with the maximum 4% Work Force Preference) up to \$50,000.00, for any bid, a proposer must comply with Government Code Sections 4534, 4534.1 and 4535.2 (a).

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, subcontractors and any other sources available at the time of the bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of preference requested.

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs.

To determine if a business is located within a TACPA qualified zone visit: [Interactive TACPA Map](#).

A) Pre-Award Demonstration Requirements

If proposers wish to be considered for the preference, they must demonstrate and certify that they will comply with the requirements of the Act. Proposers must complete and submit all included or referenced solicitation preference program forms to be considered for a preference. The information provided must demonstrate that the proposer has the ability to comply with the terms and provisions of the preference program. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, manufacturers, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.

B) Contract Award Compliance Requirements

Contracts awarded with applied preference will be monitored throughout the life of the contract for compliance with the statutory, regulatory, and contractual requirements. If awarded the contract, the contractor agrees to: (1) comply with the requirements of the Act and with attendant rules and regulations, (2) allow the state contracting agency (CHP) to have access to its facilities or premises to inspect, review, obtain and copy all records pertinent to the performance of the contract or to determine compliance with the Act, and (3) to retain such records for three (3) years following final payment on the contract.

Target Area Contract Preference Act (TACPA)

If awarded, Contractor agrees, with respect to certification, to hire persons with high risk of unemployment, or from high unemployment areas, and to act in good faith to retain the employees for the duration of the contract, and, if necessary, replace such person with other persons meeting the same qualifications. Contractors are to promptly notify the State of the names of persons that have been terminated or who have been absent for more than three (3) consecutive days to communicate the reasons for the termination or absence. Contractors agree, under such circumstances, to consult with the CHP and the Employment Development Department with respect to replacement of such persons. Proposers should review the detailed requirements for TACPA at 2 CCR Section 1896.40, Contract Provisions.

Contractors who do not comply with the preference reporting requirements or fail to provide the information necessary to monitor compliance are subject to sanctions as set forth in the statutes.

The Procurement Division (PD), Dispute Resolution Unit (DRU) within the Department of General Services (DGS) oversees the TACPA preference program and evaluates all TACPA applications. DGS derives its authority from California Government Code, Title I, Division 5, Chapter 10.5, Section 4530 et seq., and California Code of Regulations, Title II, Division 2, Chapter 3, Subchapter 9, Article 1, Sections 1896.30 - 1896.41.

To learn more about the TACPA Program please go to

[Department of General Services Dispute Resolution Unit](http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx)

(<http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>)

To apply for TACPA preferences, the following required forms listed on the Dispute Resolution Unit website must be utilized:

- [TACPA Preference Request - Std. 830](#) (pdf)
- [Manufacturer's Summary of Contract Activities and Labor Hours](#) (pdf)
- [Bidder's Summary of Contract Activities and Labor Hours](#) (pdf)

The DGS Dispute Resolution Unit link above can be utilized to obtain all required forms. Any questions regarding the TACPA preference, eligibility, and application should be directed to the Department of General Services, Procurement Division at TACPA@dgs.ca.gov.

STATE OF CALIFORNIA- DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
FINAL REPORT - UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE
076/BSS/CSU

(DVBE) STATE FUNDED PROJECTS ONLY

Date & Initials Received by CHP Staff: _____

Contract/Purchase Order (PO): _____

Contract/PO Term Dates: _____

Awarded Contract/PO Term Dates, if applicable: _____

Prime
Contractor:

Prime Contractor's Business Address:

Prime Contractor's Telephone
Number:

Email Address:

SUBCONTRACTOR(S) INFORMATION:

State of CA, SB and/or DVBD Cert. No.	SB and/or DVBE business name, address, telephone number	Description of work performed and/or materials provided	% of SB and/or DVBE commitment as stated in bid	Total amount Prime contractor received under this agreement	Date of services/supplies completed by SB/DVBE	Total amount SB and/or DVBE subcontractor received and date of final payment received	All payments under Contract/PO have been made	Actual SB % and/or DVBE % achieved	Comments
			SB ____% DVBE ____%	\$ _____	Date: _____	\$ _____ \$ _____	Yes ____ No: ____	SB ____% DVBE ____%	
			SB ____% DVBE ____%	\$ _____	Date: _____	\$ _____ \$ _____	Yes ____ No: ____	SB ____% DVBE ____%	
			Total	\$ _____	Total	\$ _____			

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR OR AUTHORIZED REPRESENTATIVE'S SIGNATURE

DATE:

PRINT NAME

PRINT TITLE

Contractor MUST complete all columns, sign, date, and fax form back to the Certified Business Advocate at (916) 322-3166 within 60 days of receiving final payment.

DISTRIBUTION: Original – CHP Contract File	Copy – Certified Business Advocate	Copy - Contractor
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STATE OF CALIFORNIA- DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
FINAL REPORT - UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE

076/BSS/CSU

(DVBE) STATE FUNDED PROJECTS ONLY

Pursuant to GC Section 14841, the prime contractor upon completion of a public contract for which a commitment to achieve SB participation goals was made, to report to the awarding department the actual percentage of SB participation that was achieved.

Pursuant to Military & Veterans Code Section 999.5 (d), the prime contractor has 60 days of receiving final payment under this contract/purchase order (PO) (or within such other time period as specified elsewhere in the contract/PO) to certify in a report to the California Highway Patrol the information listed below.

The intent of this form is for the prime contractor to certify payments made to the SB and/or DVBE participating in execution of the contract/PO. The contractor must include information on all SB and/or DVBEs performing work and/or supplying materials even if the SB and/or DVBE firm was not identified at the time of bid submission.

Required reporting information (indicate N/A in all columns that do not apply):

State of California certification number - Certification number issued by the Department of General Services Office of Small Business and DVBE Services (DGS OSDS).

SB and/or DVBE business name, address, telephone & fax no. - business name/address as registered with DGS OSDS.

Description of work performed and/or materials provided - identify the service and/or materials to be provided.

Percentage of SB and/or DVBE commitment as stated in bid document.

Total amount prime contractor received under this agreement, to include all amendments, if applicable.

Date of service/supplies executed by SB and/or DVBE.

Total amount and date of final payment SB and/or DVBE subcontractor received, to include all amended amounts, if applicable.

All payment(s) under contract/PO have been made – Yes or No, explain in comments section.

Actual SB and/or DVBE percentage achieved.

Comments – Provide CHP with any additional information, explanation, Reasons, etc. related to the DVBE payment(s).

Contractors must complete all columns for acceptance of the form.

For form to be accepted by CHP, Contractor MUST complete all columns, Sign, date and fax form back to the Certified Business Advocate within 60 Days of receiving final payment.

LETTER OF INTRODUCTIONS SPECIFICATIONS

Proposers must submit an introduction letter, indicating that they are responding to the RFP and that all of the RFP requirements have been met. The letter must be signed by the representative identified in Attachment 19, Cost Worksheet. The introduction letter must confirm the Proposer's qualifications and interest in participating in this solicitation. The introduction letter must explain the following:

1. The basis for the Proposer's interest in the CHP's business.
2. Documentation of at least three (3) or more years of relevant experience in advertising, detailing experience in digital marketing methods including the responsibility for analysis, design, development, testing, implementation and deployment of advertising services.
3. The Proposer's strengths with respect to the basic qualifications as well as the CHP's wants, needs, and expectations.
4. Proposer's positioning and vision: How does the Proposer differ from competing proposers? What is the Proposer's vision and where/what will it be doing five (5) years from now? What is the Proposer's overall philosophy or credo?
5. Integrated digital approach: Please indicate (at a high level, and as appropriate) how the Proposer integrates digital work, and multiple communications channels, into its approach.
6. Work process and product: Describe the Proposer's work process (if it uses a specific discipline), and any practices it employs that help produce consistently effective advertising.
7. Describe the Proposer's vision of the CHP's role in its strategic and creative development processes.
8. Proposers must specify the research/rating system tools that they have available.
9. Include a summary of the key contributions the Proposer believes it can bring to the CHP's advertising and marketing communications efforts.
10. Include any relevant samples of work product. The CHP seeks work samples that show how the client's role is integrated in their process. This could be either work done for other clients or a sample of a standard workflow process showing the client's role in strategic and creative development processes.
11. Proposer must disclose any potential, actual, or apparent conflicts of interest that may arise between any current client and the CHP. Because of the complexities involved

LETTER OF INTRODUCTIONS SPECIFICATIONS

in defining conflicts of interest, please identify any potential conflicts and the CHP will make a final determination as to whether a disqualifying conflict exists.

12. The backgrounds of the Proposer's key personnel who will be assigned to handle this account.
13. The name, phone number, email address for the two (2) key contacts (Contractor's Project Manager and Contractor's Budget Manager) identified in Attachment 19, Cost Worksheet. *Please note – resumes for the key contacts are required to be submitted with your proposal.
14. Contact information, including name, phone number, and email address, for the representative who will be the main contact person between the Proposer and the CHP during the evaluation process.

SPECIFICATIONS FOR CAMPAIGN HISTORIES

A. TWO CAMPAIGN CASE HISTORIES WITH SIMILAR FUNDING RESOURCES

Proposers must submit:

Two (2) case histories of recent and relevant campaign work with similar funding resources on a menu-formatted and narrated Electronic Media Device, and a hard copy written version for the CHP's reference. Case Histories must be from two (2) of the listed references in Attachment 6, Client References.

Please include multiple creative elements from each relevant campaign to demonstrate how the proposer integrates a campaign across an integrated toolbox that includes social and media components. Case histories may include visual representations of print, outdoor, collateral, or promotional material, as well as any viral, non-traditional, or social media elements. Please include a succinct description or overview (for example, objectives, strategy, consumer/creative insight, and results) for each ad or campaign and a notation of the timeframe in which the work ran. The succinct description must be included on both the electronic media and in written format, not to exceed two (2) pages in length for each campaign.

B. WRITTEN SUMMARY

In addition to the case histories, proposers must include high-level written summaries of the media objective target market, consumer insights, strategy, and results for each campaign. Summary shall not exceed two (2) pages in length per campaign.

PROPOSER'S WORKPLAN

CHP is seeking a firm with the resources, experience and abilities to provide an array of cost-effective communication and advertising services for the CHP Professional Training Section, Recruitment Unit's Advertising and Marketing activities, related to its Recruitment efforts. Services shall include the development of advertising campaigns that reach California's geographic and demographic diversity. Services shall include the ability to place media ads, conduct market research, manage digital and programmatic marketing technologies, create engaging advertising, other services as directed by CHP.

Proposer must submit a hypothetical work plan to successfully plan, launch, carry out, and report results of a public awareness campaign on the issue of designating a sober driver. The presentation format of the hypothetical work plan will be up to the Proposer, but should be both complete enough and short enough for reviewers to easily and quickly understand and evaluate. Sufficient details and examples must be given with creative elements, competency, familiarity with California traffic safety issues, strategies and tactics, research and data, efficient budgeting, and an effort reflecting a broad outreach to California's diverse population. This exercise will give CHP an opportunity to study how Proposers would accomplish various aspects of a campaign including:

1. Understanding of the issue.
2. Understanding of the proper public awareness campaign audiences, resources, and techniques for this issue.
3. Creative approach.
4. Distribution and use of available funds among the various line items and elements of the campaign.
5. Scheduling of various elements and distribution of the workload among staff and/or subcontractors.
6. Use of proper and available media and other marketing, advertising and public relations resources and tools.
7. System for evaluating and reporting results of campaign.

The parameters Proposer should follow in developing the hypothetical work plan include:

1. Annual budget of Eight Hundred Fifteen Thousand Dollars and Zero Cents (\$815,000.00), sufficiently detailed to allow for evaluation of complete and thoroughness, efficiency and appropriateness.
2. The budget covers all costs, including media buys, subcontracting, vendors, Proposer's internal human resources and supplies, overhead, travel and expenses.

PROPOSER'S WORKPLAN

3. Proposer should assume that CHP would be providing campaign oversight, but that majority of the work would be the responsibility of the Proposer.
4. The campaign is statewide in scope, but any buys or major efforts can be limited to major markets. Those markets can include any combination of greater Los Angeles, SF Bay Area, San Diego, and Sacramento.
5. Primary target market is age 18-34.
6. The campaign may be focused on 3-4 holidays or specific times throughout the year to maximize efforts.
7. Proposer may include any combination of paid, earned media, and value added/pro-bono advertising, public/private partnership, social media or other tactic they wish.

If Proposer is awarded agreement, there is no guarantee this workplan will be implemented. This exercise is merely hypothetical for the purpose of proposal evaluation. CHP reserves the right to request revisions/adjustments before finalizing any workplan under the resulting contract agreement.

ESCALATION PROCESS

Proposer shall submit their escalation process, Labeled Attachment 17 (Information shall be incorporated into the awarded Agreement). Submittal shall include the escalation process, contact names and contact information (including email addresses).

ATTACHMENT 19 – COST WORKSHEET

The Proposer must include the cost to the State for the Scope of Work outlined in Exhibit A – Scope of Work. The cost must be inclusive for all work described in Exhibit A – Scope of Work and elsewhere in this RFP. **This form (Attachment 19 – Cost Worksheet) must be included in your final RFP submittal and remitted separately from other documents in a sealed envelope.**

Name of Bidding Firm/Company			
Mailing address	City	State	Zip Code
Telephone number ()	Fax number ()	Email address (If applicable)	
Name of Contact Person	Telephone number (If different from above) ()		
Bidding Preferences Claimed (Check only the preferences claimed)			

- ☐ Certified small business or micro business preference **Certification #** _____
- ☐ Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s)) **Certification #** _____
- ☐ DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____

FOR ANY CERTIFICATIONS CLAIMED A COPY OF THE OSDS CERTIFICATION LETTER MUST ACCOMPANY BID.

Submitted hereon is the proposed rate(s) to provide advertising services per the specifications of this RFP. Proposer shall provide rate(s) in clear, legible figures in the spaces provided. Failure to provide the required rate(s) shall be cause for rejection of your proposal. **The State's MAXIMUM budget for this Agreement is \$2,100,000.00 per State Fiscal Year.**

NOTE:

- Any quantities listed on this Cost Worksheet by CHP are CHP's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
- In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.

Any modification to this Cost Worksheet shall render your bid/proposal non-responsive.

ATTACHMENT 19 – COST WORKSHEET

		Chart #1 Setup Costs 9 (If Applicable)				
#	Setup Costs Category	Hours ¹	Year 1 ²		Rate (in Dollars)	Total Line Cost
1	Setup and Transition		\$		\$	\$
		¹ Enter total hours needed for initial setup, if applicable. ² If setup is applicable, Setup and Transition is a one-time cost for Year 1 only.				

		Chart #2 Direct Labor Costs for Years 1, 2, and 3				
#	Direct Labor Category	Year 1 – Hours ¹	Year 2- Hours ²	Year 3 – Hours ³	Rate (in Dollars) ³	Total Line Cost ([Years 1, 2 and 3] * Rate) ⁴
1A	Project Manager				\$	\$
1B	IT Staff				\$	\$
1C	Creative Staff				\$	\$
1D	Budget/Accounting Staff				\$	\$
1E	Supporting staff				\$	\$

TOTAL DIRECT LABOR =	HRS		
Total Cost Lines 1A - 1E			
<p>General: Provide an hourly rate and estimated number of hours based upon the Scope of Work and Work Plan, for each job classification that you will use. If a classification is not necessary, mark "N/A". If a classification is needed, or there are more classifications than the ones shown, add those classifications. Total shall be calculated including travel, licensing fees and other costs of doing business not specified herein into the applicable hourly rate(s).</p> <p>¹Enter total whole hours and rate per hour in dollars for Year 1 for the labor category ²Enter total whole hours and rate per hour in dollars for Year 2 for the labor category ³Enter total whole hours and rate per hour in dollars for Year 3 for the labor category ⁴Multiply by hourly rate to achieve total line cost for that labor category ⁵Add total line costs (for 1A-1E) for each year to achieve total cost. Proposers are instructed to include any lines added by Proposer in the total.</p>			

ATTACHMENT 19 – COST WORKSHEET

Chart #3 Subcontractor's Cost for Years 1, 2 and 3				
List Subcontractors and Total Spend for Years 1, 2 and 3				
Subcontractor's Name ¹		Year 1 (Total Dollar spend) by Subcontractor ²	Year 2 (Total Dollar spend) by Subcontractor ²	Year 3 (Total Dollar spend) by Subcontractor ²
2A		\$	\$	\$
2B		\$	\$	\$
TOTAL COST LINES 2A-2B³		\$	\$	\$
<p>General: List each subcontractor, estimated annual spend and total dollar spend</p> <p>¹Enter each subcontractor's legal business name, and DBA if any. Add lines if more than two (2) subcontractors will be used</p> <p>²Enter estimated dollar spend for years 1, 2 and 3</p> <p>³Add total line costs for each subcontractor) to achieve total cost for all subcontractors. Proposers are instructed to include any lines added by Proposer in the total.</p>				

Chart #4 Direct Costs for Years 1, 2 and 3				
#	Direct Cost Type	Year 1 (Dollar spend) ¹	Year 2 (Dollar Spend) ¹	Year 3 (Dollar Spend) ¹
3A	Net Media Buy Estimate	\$	\$	\$
3B	Contractor Fees on Net Media Buys (Not to exceed 10%) Media Buy Markup)	\$	\$	\$
TOTAL COST² (Lines 3A-3B)				
¹ Enter the dollar spend for years 1, 2 and 3 for that category				

ATTACHMENT 19 – COST WORKSHEET

Chart #6 Fee/Profit Amount for Years 1, 2 and 3 (Not including Media Buy & Markup)				
#	Category	Year 1 Profit ¹	Year 2 Profit ¹	Year 3 Profit ¹
5A	Fee/Profit Amount (not including media buy & markup) for contract term	\$	\$	\$
TOTAL PROFIT² (Line 5A)²		\$	\$	\$
¹ Enter the profit amount for years 1,2 and 3 to show Fee/Profit for Item 5A ² Record item 5A achieve Total Profit for Years 1 and 2. Proposers are advised 5A shall be invoiced as services are provided.				
Chart #5 Indirect Costs (Overhead and Fringe Benefits) for Years 1, 2 and 3				
#	Indirect Category Type	Year 1 (Dollar spend) ¹	Year 2 (Dollar spend) ¹	Year 3 (Dollar spend) ¹
4A	Overhead Rate	\$	\$	\$
4B	Fringe Benefits	\$	\$	\$
	TOTAL COST (Lines 4A-4B)²	\$	\$	\$
¹ Enter the dollar spend for years 1,2 and 3 for that category ² Add all indirect cost dollar spend line items to achieve total indirect cost for the agreement. *Not applicable per contractor				
Chart #7 - Cost Summary for Years 1, 2 and 3				
6A	Enter Total Cost for Chart #1 (Setup Costs – If Applicable) ¹			\$
6B	Enter Total Cost for Chart #2 Years 1, 2 and 3 (Direct Labor Costs Lines 1A - 1E)			\$
6C	Enter Total Cost for Chart #3 Years 1, 2 and 3 (Subcontractor's Cost, Lines 2A – 2B)			\$
6D	Enter Total Cost for Chart #4 Years 1, 2 and 3 (Direct Costs, Lines 3A – 3B)			\$
6E	Enter Total Cost for Chart #5 Years 1, 2 and 3 (Indirect Costs, Lines 4A – 4B)			\$
6F	Enter Total Profit for Chart #6 Years 1, 2 and 3 (Fee/Profit Amount)			\$
	COST SUMMARY OF TOTAL COSTS FOR YEAR 1, 2 and 3			\$

ATTACHMENT 19 – COST WORKSHEET

OPTIONAL YEAR 4 (July 1, 2025 through June 30, 2026)

Chart #1 Direct Labor Costs for OPTIONAL Year 4

#	Direct Labor Category	Optional Year 4 – Hours ¹	Rate (in Dollars) ²	Total Line Cost ([Year 4] * Rate) ³
1A	Project Manager		\$	\$
1B	IT Staff		\$	\$
1C	Creative Staff		\$	\$
1D	Budget/Accounting Staff		\$	\$
1E	Supporting staff		\$	\$
	TOTAL DIRECT LABOR =			
		TOTAL COST LINES 1A-1E⁴		\$

General: Provide an hourly rate and estimated number of hours based upon the Scope of Work and Work Plan, for each job classification that you will use. If a classification is not necessary, mark "N/A". If a classification is needed, or there are more classifications than the ones shown, add those classifications. Proposers are instructed to include any lines added by Proposer in the total. Total shall be calculated including travel, licensing fees and other costs of doing business not specified herein into hourly rate.

¹Enter total whole hours for Year 4 for the labor category

²Enter rate per hour in dollars for the labor category

³Multiply by hourly rate to achieve total line cost for that labor category

⁴Add total line costs for 1A-1E to achieve total cost

**Chart #2 Subcontractor's Cost for OPTIONAL Year 4,
List Subcontractors and Total Spend for Year 4**

#	Subcontractor's Name ¹	Year 4 (Total Dollar spend) by Subcontractor ²
2A		\$
2B		\$
	TOTAL COST LINES 2A-2B³	\$

General: List each subcontractor, estimated annual spend and total dollar spend

¹Enter each subcontractor's legal business name, and DBA if any. Add lines if more than two (2) subcontractors will be used

²Enter estimated dollar spend for year 4

³Add total line costs for each subcontractor to achieve total cost for all subcontractors. Proposers are instructed to include any lines added by Proposer in the total.

ATTACHMENT 19 – COST WORKSHEET

<u>Chart #3 Direct Costs for OPTIONAL Year 4</u>		
#	Direct Cost Type	Year 4 (Dollar spend) ¹
3A	Net Media Buy Estimate	\$
3B	Contractor Fees on Net Media Buys (Not to exceed 10%) Media Buy Markup)	\$
TOTAL COST (Lines 3A-3B)²		\$
<p>¹ Enter the dollar spend for Year 4 for that category</p> <p>² Add the total line cost for all categories to achieve total direct costs for the agreement.</p> <p>³ For itemized lists, please submit (attached to this page), the itemized lists showing dollar spend for Year 4 and total. Proposers are instructed to include any lines added by Proposer in the total.</p>		

Chart #4 Indirect Costs (Overhead and Fringe Benefits) for OPTIONAL Year 4		
#	Indirect Category Type	Year 4 (Dollar spend) ¹
4A	Overhead Rate	\$
4B	Fringe Benefits	\$
TOTAL COST (Lines 4A-4B)²		\$
<p>¹ Enter the dollar spend for Optional Year 4 for that category</p> <p>² Add the Total Line Cost for both categories to achieve total indirect costs for the agreement.</p> <p>*Not applicable per contractor</p>		

ATTACHMENT 19 – COST WORKSHEET

Chart #5 Fee/Profit Amount for OPTIONAL Year 4 (Not Including Media Buy & Markup)		
#	Category	Year 4 Profit ¹
5A	Fee/Profit Amount (not including media buy & markup) for contract term	\$
TOTAL PROFIT²		\$
<p>¹Enter the profit amount for Optional Year 4 to show Fee/Profit for Item 5A. ²Record item 5A to achieve Total Fee/Profit for Year 4.</p> <p>Proposers are advised that 5A shall be invoiced as services are provided.</p>		

Chart #6 - Cost Summary for OPTIONAL Year 4		
6A	Enter Total Cost for Optional Year 4 Chart #1 (Direct Labor Costs Lines 1A - 1E)	\$
6B	Enter Total Cost for Optional Year 4 Chart #2 (Subcontractor's Cost, Lines 2A – 2B)	\$
6C	Enter Total Cost for Optional Year 4 Chart #3 (Direct Costs, Lines 3A – 3B)	\$
6D	Enter Total Cost for Optional Year 4 Chart #4 (Indirect Costs, Lines 4A – 4B)	\$
6E	Enter Total Profit for Optional Year 4 Chart #5 (Fee/Profit Amount, Line 5A)	\$
COST SUMMARY OF TOTAL COSTS FOR OPTIONAL YEAR 4		\$
<p>¹ Enter to the total cost for the End of Project Transition if Contract expiration is during the Year 4.</p> <p>Proposers are instructed to include any lines added by Proposer in the above totals.</p>		

ATTACHMENT 19 – COST WORKSHEET

OPTIONAL YEAR 5 (July 1, 2026 through June 30, 2027)

Chart #1 Direct Labor Costs for OPTIONAL Year 5

#	Direct Labor Category	Optional Year 5 – Hours ¹	Rate (in Dollars) ²	Total Line Cost ([Year 5] * Rate) ³
1A	Project Manager		\$	\$
1B	IT Staff		\$	\$
1C	Creative Staff		\$	\$
1D	Budget/Accounting Staff		\$	\$
1E	Supporting staff		\$	\$
	TOTAL DIRECT LABOR =			
		TOTAL COST LINES 1A-1E⁴		\$

General: Provide an hourly rate and estimated number of hours based upon the Scope of Work and Work Plan, for each job classification that you will use. If a classification is not necessary, mark "N/A". If a classification is needed, or there are more classifications than the ones shown, add those classifications. Proposers are instructed to include any lines added by Proposer in the total. Total shall be calculated including travel, licensing fees and other costs of doing business not specified herein into hourly rate.

¹Enter total whole hours for Year 5 for the labor category

²Enter rate per hour in dollars for the labor category

³Multiply by hourly rate to achieve total line cost for that labor category

⁴Add total line costs for 1A-1E to achieve total cost

Chart #2 Subcontractor's Cost for OPTIONAL Year 5,
List Subcontractors and Total Spend for Year 5

#	Subcontractor's Name ¹	Year 5 (Total Dollar spend) by Subcontractor ²
2A		\$
2B		\$
	TOTAL COST LINES 2A-2B³	\$

General: List each subcontractor, estimated annual spend and total dollar spend

¹Enter each subcontractor's legal business name, and DBA if any. Add lines if more than two (2) subcontractors will be used

²Enter estimated dollar spend for year 5

³Add total line costs for each subcontractor to achieve total cost for all subcontractors. Proposers are instructed to include any lines added by Proposer in the total.

ATTACHMENT 19 – COST WORKSHEET

<u>Chart #3 Direct Costs for OPTIONAL Year 5</u>		
#	Direct Cost Type	Year 5 (Dollar spend) ¹
3A	Net Media Buy Estimate	\$
3B	Contractor Fees on Net Media Buys (Not to exceed 10%) Media Buy Markup)	\$
TOTAL COST (Lines 3A-3B)²		\$
<p>¹ Enter the dollar spend for Year 5 for that category</p> <p>² Add the total line cost for all categories to achieve total direct costs for the agreement.</p> <p>³ For itemized lists, please submit (attached to this page), the itemized lists showing dollar spend for Year 5 and total. Proposers are instructed to include any lines added by Proposer in the total.</p>		

Chart #4 Indirect Costs (Overhead and Fringe Benefits) for OPTIONAL Year 5		
#	Indirect Category Type	Year 5 (Dollar spend) ¹
4A	Overhead Rate	\$
4B	Fringe Benefits	\$
TOTAL COST (Lines 4A-4B)²		\$
<p>¹ Enter the dollar spend for Optional Year 5 for that category</p> <p>² Add the Total Line Cost for both categories to achieve total indirect costs for the agreement.</p> <p>*Not applicable per contractor</p>		

ATTACHMENT 19 – COST WORKSHEET

Chart #5 Fee/Profit Amount for OPTIONAL Year 5 (Not Including Media Buy & Markup)		
#	Category	Year 5 Profit ¹
5A	Fee/Profit Amount (not including media buy & markup) for contract term	\$
TOTAL PROFIT²		\$

¹Enter the profit amount for Optional Year 5 to show Fee/Profit for Item 5A.
²Record item 5A to achieve Total Fee/Profit for Year 5.

Proposers are advised that 5A shall be invoiced as services are provided.

Chart #6 - Cost Summary for OPTIONAL Year 5		
6A	Enter Total Cost for Optional Year 5 Chart #1 (Direct Labor Costs Lines 1A - 1E)	\$
6B	Enter Total Cost for Optional Year 5 Chart #2 (Subcontractor's Cost, Lines 2A – 2B)	\$
6C	Enter Total Cost for Optional Year 5 Chart #3 (Direct Costs, Lines 3A – 3B)	\$
6D	Enter Total Cost for Optional Year 5 Chart #4 (Indirect Costs, Lines 4A – 4B)	\$
6E	Enter Total Profit for Optional Year 5 Chart #5 (Fee/Profit Amount, Line 5A)	\$
COST SUMMARY OF TOTAL COSTS FOR OPTIONAL YEAR 5		\$

¹ Enter to the total cost for the End of Project Transition if Contract expiration is during the Year 5.

Proposers are instructed to include any lines added by Proposer in the above totals.

End of Contract Transition

Chart #7 - End of Project Transition to Awardee (if applicable) ¹				
#	End of Project Transition	Hours	Rate (in Dollars)	Total Line Cost
7A	Transition to Awardee		\$	\$

¹ The End of Project Transition to Awardee is a one-time cost that will take place at the end of the contract term.

ATTACHMENT 19a – COST WORKSHEET

Chart #7 – COST SUMMARY FOR TOTAL AGREEMENT TERM (3+2)		
7B	Cost Summary for Year 1 (July 1, 2025 – 06/30/2026)	\$
7C	Cost Summary for Year 2 (07/01/2026 – 06/30/2027)	\$
7D	Cost Summary for Optional Year 3 (07/01/2027 – 06/30/2028)	\$
7E	Cost Summary of Optional Year 4 (07/01/2028 – 06/30/2029)	\$
7F	Cost Summary of Optional Year 5 (07/01/2029 – 06/30/2030)	\$
7G	Cost Summary of End of Project Transition to Awardee (if applicable)	\$
TOTAL PROPOSAL AMOUNT*		\$
*prior to preferences and incentives being applied		

The proposer hereby certifies that the materials submitted in response to this RFP and the price(s)/rate(s) offered on this Cost Worksheet are true and accurate to the best of the proposer's knowledge. The proposer further understands that the above quoted rate(s) must include all of the proposers' costs including operating expenses, labor, service call charges, fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this RFP Form the proposer hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this RFP and any attachment thereto. The proposer guarantees that the prices submitted hereon shall be valid for 120 days.

The proposer agrees that the price(s)/rate(s) offered hereon shall remain in effect until CHP awards the agreement and throughout the duration of the agreement. Any cost over-runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Agreement's optional years, if exercised, shall be billed at the price(s)/rate(s) stated for that budget period/year if more than one budget period/year is shown.

The proposer certifies that the rates submitted do not violate California Unfair Trade Practice Laws, California Business and Professions Code (BPC) Section 17043, BPC Section 16700 et seq., BPC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal or state prohibitions against contracts in restraint of trade. Proposals which violate these provisions will be rejected.

The proposer certifies that all conditions and qualifications are met and in effect on the date of this Proposal. The proposer understands that its Proposal response will become a public document and will be open to public inspection

The proposer acknowledges that if awarded the Agreement, Contractor shall not begin work before receiving an approved, signed copy of the Agreement.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer to the requirements of this proposal document. This certification is made under the laws of the State of California.

Proposer's Signature:

Title:

Printed Name:

Date:

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder/ Offeror / Contractor Information

Solicitation / Contract		Number Bidder ID/ Vendor ID (optional)	
Business Name		Business Telephone Number	
Business Address	City	State	Zip Code
Contract / Description of Purchase			

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? ☐ **Yes** ☐ **No** (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	
--	--

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature Date

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25C094000

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

TBD Upon Award

2. The term of this Agreement is:

START DATE

07/01/2025, or upon DGS approval, whichever is later

THROUGH END DATE

06/30/2028 with two (2) optional one (1) year amendment, at CHP's sole option

3. The maximum amount of this Agreement is:

TBD Upon Award

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Agreement Pricing	4
+ - Exhibit C *	General Terms and Conditions GTC 04/2017	*
+ - Exhibit D	Special Terms and Conditions	16
+ - Exhibit E	Insurance Requirments	2
+ - Exhibit F	Intellectual Property - Advertising	4
+ - Exhibit G	Terms and Definitions	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25C094000

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) **Uniformed Hiring Section (UHS)** the services described herein: furnish all supplies, materials, tools, equipment, labor, personnel, and supervision; pay all taxes, insurance, bonds, license and permit fees, shipping, travel, courier and messenger costs, and all other direct and indirect costs necessary to provide **Digital Marketing and Advertising Services** in accordance with the terms set forth in this Agreement.

The Contractor understands and acknowledges that this Agreement is for CHP's advertising needs for UHS, and that CHP may contract for other advertising needs on behalf of other CHP offices and/or other projects.

- A. Contractor shall provide a Certificate of Insurance in accordance with the Insurance Requirements found in this Agreement (Exhibit E).

2. The services shall be performed at: Department of California Highway Patrol UHS
601 North 7th St., Bldg B. #094 Sacramento, CA 95811
A minimum of one (1) meeting per month is required.

Occasional work may be done at the Contractor's location, including reviewing artwork, creative projects, invoices, planning and budgeting meetings, etc. In order to comply with COVID restrictions, or as requested by the CHP Project Manager virtual meetings may take place.

3. The services shall be provided during: Dates and times shall be mutually agreed upon between CHP Project Manager and Contractor.
4. The CHP/UHS Project Manager during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		TBD	
SECTION/UNIT		SECTION/UNIT	
Uniformed Hiring Section/ Recruitment Unit			
Name		ATTENTION	
Jason Blankenship, Captain		TBD	
ADDRESS		ADDRESS	
601 North 7th Street, Sacramento, CA 95811			
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-3771	PBlankenship@chp.ca.gov		
Direct all inquiries to:			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		TBD	
SECTION/UNIT		SECTION/UNIT	
Business Services Section			
Name		Name	
Matthew Macdonald, Contract Analyst		TBD	
Address		Address	
601 North 7 th Street, Sacramento, CA 95811			
Telephone Number:	Email	Telephone Number	Email
(916) 843-3611	Matthew.macdonald@chp.ca.gov		

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

5. The Contractor shall provide the following required staff to provide requested services as needed:
- A. Project Manager (primary contact, in charge of account/project planning, day-to-day operation)
 - B. Creative staff (handles creative development, creative production media placement, and management)
 - C. Budget/Accounting staff (handles budgeting, reporting, etc.)
 - D. Digital Staff (handles electronic functions such as programmatic marketing, digital asset management included but not limited to search engine management, Display Cross screen, social cost per click, managed email, website management, data hosting, management of the Artificial Intelligence programs, and any other deemed necessary by the CHP Project Manager.
 - E. Supporting staff

The Contractor shall provide resumes for the Project Manager and Budget/Accounting staff member. If the Contractor changes personnel, the Contractor must submit a resume for the designated replacement of commensurate experience, education and ability.

The Contractor shall provide, develop, manage and track advertising campaigns; digital marketing and programmatic marketing, manage the UHS' statewide media buys, interactive media, augmented reality, public service announcements, audio and video production, and other marketing materials, services and activities, plan and purchase media, perform research, work with designated third party vendors to support advertising related projects, and maximize efforts to obtain UHS designated goals utilizing the available budget.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

6. Work Plan

- A. The Contractor shall develop a detailed Work Plan and estimated budget for identified projects. Contractor shall coordinate with CHP project manager to ensure all project deadlines are met. The Contractor shall provide a work plan which details the production timeline of necessary deliverables and identify those to be provided by CHP. Contractor shall provide plan details including estimated viewing and target audiences, and other measures of the public's exposure to all elements of any projects funded through this Agreement. The contractor shall adjust the Work Plan according to the needs of CHP as directed by the CHP Project Manager.
- B. All projects within the Work Plan must be reviewed and approved by the CHP Project Manager prior to work commencing. Any charges subsequently billed to CHP that were not agreed upon or proposed in the Work Plan and were not approved by the CHP Project Manager shall not be considered valid charges and shall not be approved for payment.
- C. Deviations from project deadline requirements for CHP projects shall be coordinated between Contractor and CHP Project Manager. Acceptance of such deviations shall be at the sole discretion of the CHP Project Manager or designee.
- D. All materials shall be reviewed and approved by the CHP Project Manager prior to distribution to media channels and/or public.

7. Budget and Monthly Reporting Plan

- A. The State's budget for this campaign is \$6,900,000.00. If an optional year is exercised, funds for the additional year will be added by amendment.
- B. The CHP UHS shall determine the campaign(s) for the month (or quarter) and the amount to be spent. The Contractor shall draft a budget plan and detail how the Contractor shall plan, actualize, spend and report the campaign spend budget on a monthly basis, with actual and projected quarterly and fiscal year roll-up. The spend shall include all items including advertising, cost per impression and/or serve, online content, staffing costs, etc. Spending report will be concise, easily read, include commitments made in future months or quarters, and show those expenses in the monthly report. The Contractor must have a mechanism to "shut off" or otherwise discontinue electronic marketing methods upon achieving the spend that the Contractor projected for that campaign period, unless the CHP Project Manager has specifically approved a named higher amount. The Contractor must have internal fiscal, accounting and quality controls, schedules, and budget monitoring procedures which shall be used to ensure that all work items are timely and that the fiscal resources are managed responsibly. The Contractor shall keep within the budget provided by the UHS for the time period in question, and within the Agreement's defined maximum dollar spend.
- C. The Contractor shall present campaign services and budget plans to CHP and obtain CHP's approval prior to implementing services.

8. Creative Services

- A. Contractor shall execute, in a timely fashion, creative production including digital strategies, messaging, video, writing for multiple genres, posters, radio, podcasts, TV spots, print ads, fact

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

sheets, frequently asked questions (FAQs), press releases, graphics, displays, web graphics and functionality, as may be required for the campaign, etc.

- B. The CHP UHS shall provide or approve all translations into other languages and may provide videos and/or Public Information Officers and other CHP personnel, when CHP chooses to remain the face and the voice of the campaign.
- C. The Contractor shall be required to provide creative and production services such as script writing, editing video and other media (including sound, and/or minimal special effects, licensed music, etc.) casting (including voice, on/off camera, all talent including celebrity and non-celebrity), printing, design (including copy, artwork photograph, and layout) recording sessions (to include engineer, digital media, studios, microphones, etc.) and duplication and distribution to media outlets. Contractor shall repurpose videos into smaller segments and/or add recruiting cards or frames as a call to action to allow the content to be used in part or partially, at CHP's request, in order to maximize use of content. Levels of production services Contractor shall be required to provide will be based on each individual campaign and/or project and will vary as needs arise.
- D. The Contractor shall provide advertising campaigns, pre- and post-production, and advertising creation, digital and programmatic marketing; plan, purchase and produce media buys for UHS throughout California; provide creative staff, research, partnership building, assistance and direction in video production as needed. The Contractor shall perform additional media services based on individual campaigns and UHS needs. Contractor shall only use CHP approved content. Approved content repurposed by Contractor is still considered CHP approved content.
- E. The Contractor shall conduct pre-campaign meetings with UHS, and other parties as specified by UHS. Meetings shall take place either at CHP Headquarters, or Contractor's location, or a location mutually agreed upon by the CHP Contract Representative and the Contractor, and shall be determined in accordance with mutual availability. Contractor shall provide to CHP personnel, at minimum a proposed digital/programmatic and standard media plan, media purchase concepts and locations, proposed advertising media, timelines, and anticipated results.
- F. The Contractor shall include a written report of the compiled data, analysis of said data, conclusions, and methodology. The Contractor shall use this information to place advertising for most successful results. Submission of creative progress and summary reports to CHP personnel shall be weekly unless otherwise specified by CHP, and shall be paired with budget and cost information and reports. The CHP Project Manager shall be the contact for report submission, acceptable format requirements for each campaign, unless the CHP Project Manager proposes another subject matter expert (SME). If another SME is designated, the CHP Project Manager will be copied on all reports.

9. Pre-Campaign and Market Research

- A. The Contractor shall conduct pre-campaign market research to identify subpopulations of interest using statistically sound analytical techniques including test message(s) through focus groups. Contractor shall use industry standard methods, analytics, and/or focus groups as required. Contractor shall plan, administer, and analyze the results of a variety of surveys, focus groups, raw data, and one-on-one interviews. Contractor shall apply findings in the design and execution of communication strategies.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

- B. The Contractor shall provide all research and supporting material to CHP, including media ratings, rankings, research, and market data on specific media identified for airtime purchase. This includes but is not limited to, researching ratings history (utilizing nationally recognized ratings systems, e.g. Arbitron and Nielson), ownership, media audience profiles, determining appropriate market placement of messages, media audiences, and media selected (i.e. digital, radio, e-mail, etc.).
- C. The Contractor shall use the information obtained from research or provided by CHP to develop a creative presentation and appropriate written creative concepts which identify with the demographic representative of California's population. CHP has also developed formats and themes for advertising which the Contractor shall support. Scripts and mock ads may be produced or modified to develop the appropriate message for a specific audience. Informal focus group testing with identified audiences may be utilized on each option with refinement of messages/ads based on data analysis and/or focus group feedback.

10. Digital Marketing

- A. The Contractor shall design and implement diverse digital marketing programs. Contractor shall translate themes and messages into the digital environment including campaigns, strategies, displays, programmatic marketing, augmented reality, podcasts, and other such communicative devices to support CHP's recruiting programs.

11. Advertising Production and Media Buying

- A. Contractor shall negotiate rates, secure and place advertising on behalf of CHP in radio, television, print, web, outdoor, programmatic platforms, and any other appropriate markets, and leverage to match public service time or space for Public Service Announcements. Each sub-contracted item shall be identified separately. Contractor shall pay for CHP-approved media buys and other approved media purchases, and invoice CHP as specified in Exhibit B. Contractor must include a clause in subcontracted/or media purchases providing that Contractor, not the CHP, shall be solely responsible for payment of all subcontracted/or media invoices.
- B. New media technologies and/or methodologies may be identified and implemented during the course of the agreement.
- C. All recruitment campaign advertisements shall include the CHP recruitment webpage address (www.chpmadeformore.com) and, when appropriate and practical, the toll-free number (1-888-4A CHP JOB). Approvals for all messages and materials shall be obtained from the CHP Project Manager at each juncture of the campaign creation process for each campaign.
- D. The CHP reserves the right to request a replacement at any time. Contractor shall identify the Contractor's key contact (Contractor's Project Manager) to work with the CHP Project Manager. The Contractor shall provide the name and resume of the principal(s) with demonstrated media buying experience. The Contractor may, at the sole discretion of CHP, designate an alternate staff point of contact. As the acceptance of the alternate senior staff by CHP shall not reduce or inhibit access to the Contractor's Project Manager by CHP, Contractor must provide an escalation process upon award. ESCALATION PROCESS TO BE DETERMINED – INFORMATION PROVIDED IN CONTRACTOR'S PROPOSAL WILL BE INSERTED HERE OR ATTACHED AT CHP'S DISCRETION.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

- E. The Contractor shall notify the CHP Project Manager prior to purchase of all forms of media and shall not purchase without the CHP Project Manager's authorization. Contractor shall provide counts, estimated viewing audience, and other measures of the public's exposure to all media buys. In the event an identified group is not within the footprint of any California media market, Contractor shall have the necessary resources to purchase media time/space in out-of-state markets, e.g., Oregon, Arizona, Nevada, Texas, New York and Florida, that service the identified group. Additionally, Contractor shall have access to use of media software to include but not be limited to: Arbitron Rating Service (radio), Nielsen Rating Service (television), Scarborough, Tapscan, and Standard Rate and Data Service (SRDS).
 - F. All campaign materials may be produced and/or repurposed in a minimum of English and Spanish languages, with the possibility of being expanded to other languages depending on the market research outcome or needs of CHP. The CHP shall be responsible for any and all costs related to language translation services. The Contractor shall produce and execute print, internet and television broadcast advertising campaigns in Spanish and English languages at a minimum. CHP shall provide all translations into Spanish. Other languages may be added depending on the market research outcome or the needs of CHP. All requests for translation services must have prior approval from the CHP Translation Services Contract Administrator prior to any purchase of translation services. All questions regarding translation services (written, audio, video etc.) shall be directed to the CHP Project Manager for escalation to the Office of Media Relations at (916) 843-3210 for discussion with the CHP Project Manager.
12. Marketing, Cooperative Management and Development
- A. Contractor shall design and manage co-op/partnership marketing programs, and respond to CHP requests to develop new co-op/partnership concepts as opportunities arise, e.g., a leveraged time buy/public service announcement agreement. Contractor shall propose, plan and implement corporate and/or media partnerships to implement local, statewide and regional campaigns.
13. Full-Service Capabilities / Other Services
- A. The Contractor must be able to perform a wide variety of related tasks, including marketing and public relations for a variety of topics. The Contractor shall make best efforts to facilitate changes as directed by the CHP Project Manager including, but not limited to, changes or actions regarding strategy, asset utilization, resource management, production, event facilitation, administrative changes, and tactics, or other requests as needed to fulfill the UHS mission.
14. Creative Reporting Requirements
- A. The Contractor shall prepare monthly reports for the CHP Project Manager addressing:
 - 1) Target audience identification methodology and results.
 - 2) Pre, mid, and post-public awareness-related data analysis and comparison.
 - 3) Message reach and effect on attitudes, beliefs, and behaviors.
 - 4) Paid, owned, and earned media analysis.
 - 5) The overall effectiveness of the messaging and delivery system combinations.
 - 6) Recommendations for future recruiting and education campaigns.
 - 7) Comprehensive documentation of the actions and results.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

15. Travel

- A. Travel and all associated expenses incurred by the Contractor shall be the Contractor's sole responsibility.

16. Hosting

- A. The Contractor shall host a variety of UHS videos, programs, media, etc. for access by electronic/digital media. These media/items shall be returned to CHP at the end of the Agreement and remain the property of CHP.

17. Goal

- A. The Contractor shall utilize a strategic mix of delivery systems and messaging, videos, and information to accomplish the goals set forth by UHS. The end goal of this campaign shall be to increase the Key Performance Indicators, which are to:
 - 1) Increase online applications by meeting target goals set by CHP and communicated via the CHP Project Manager. An increase of ten percent (10%) per year for the Agreement's term thereafter; at a minimum.
 - 2) Assist in increasing the show rate at the Physical Ability Test (PAT) from last year's average rate of approximately twenty-nine percent (29%) to this year's goal of thirty-five percent (35%);
 - 3) Ensure that California's demographics are appropriately represented; and
 - 4) Increase attendance in the Applicant Preparation Program (APP) from the start of the Agreement where possible geographically. CHP shall provide Contractor with reports as needed showing APP attendance to set goals and monitor progress.

18. End of Project Transition

- A. The CHP reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise. The Contractor shall, at all times, conduct work so as to impose no hardship on the State, others engaged in the work, or to cause any unreasonable delay or hindrance. Where two or more entities (contractors, consultants, CHP, etc.) are employed on related or adjacent work, each shall conduct operations in such a manner as not to cause delay or additional expense to the other or to the State.
- B. The Contractor shall implement their Transition Plan (submitted during the RFP) that describes the materials to be returned to CHP (such as graphics, audio, video, pamphlets, website access and control, and DVDs), process, details, and schedule for providing an orderly transition during a transition period of thirty (30) days. The Contractor's Transition Plan shall:
 - 1) Provide the process, details, and schedule to the CHP awardee within the first 30 days of the new Agreement for an orderly transition.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK (continued)

- 2) The Transition Plan's objective is to minimize the impacts on operations continuity, maintain communication with CHP, identify key issues, document historic work including but not limited to videos, campaigns, and hosted media and overcome barriers to transition. The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, acted upon, and completed during the Transition Term. The Contractor shall establish a transition management structure capable of providing overall management and logistical support of all transition activities. The Contractor shall develop a resource loaded project management schedule that is compatible with standard Microsoft Office software, CHP software, and standard advertising software (in transitioning from the Awardee of Agreement to a successive contractor) upon Agreement's termination.
- 3) At the Agreement's end, Contractor shall migrate videos and other CHP property (including work done for CHP), electronic or tangible, to CHP for the CHP's usage in future Agreements.

Timeline and Deliverables Chart

Item	PRODUCT	TIMELINE
1.	Agreement Executed	07/01/2025 or Upon Approval
2.	Contractor Presents Campaign Plan to CHP	15 days after Agreement Execution
3.	CHP Approves Campaign Plan	7 Days after #2
4.	Contractor Initiates Campaign	10 Days after #3
5.	Contractor Invoices CHP for Approved Campaign Expenses	Ongoing Monthly after Execution
6.	Contractor Submits Monthly Reporting Plan	Ongoing Monthly after Execution
7.	Contractor Meets with CHP at CHP Headquarters	Ongoing Quarterly, or as Determined by CHP
8.	Contractor Implements End of Project Transition Plan and Transitions all Agreement Materials to CHP	30 Days Before End of Agreement

Items 3-7 of the above schedule shall be repeated on a monthly or quarterly basis, or as specified by UHS, for various campaigns. If a quarterly schedule is provided, monthly dollar estimates, totaling the quarter's projected spend shall be provided. Quarterly schedules shall be invoiced monthly for the portion completed that month. The Contractor shall provide quarterly and Fiscal Year summaries within one week after quarter or fiscal year end, throughout the Agreement period. Contractor shall also provide a brief monthly, quarterly and annual summary of campaigns and progress towards the goal.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate Contractor in accordance with the rates which are attached hereto and made a part of this Agreement, listed as Attachment B-1.
- B. Invoices for payment shall be submitted to CHP's Project Manager (listed below in #C) by the 10th of each month except June (or the next business day when the 10th falls on a weekend). Contractor shall invoice for June 1-15 by June 20, and shall invoice for June 16-30 by July 5. Contractor shall submit separate itemized invoices for each campaign. Invoices must include documentation necessary to support and substantiate evidence of progress, and deliverables as required by the Agreement. Media buys and all project related expenses for each campaign shall be billed to CHP for the actual costs, plus commission, and be submitted with proof of original invoice from media company (see #5, "Miscellaneous" below). For all other project related expenses purchased and/or performed outside of Contractor's facility/personnel, the itemized invoice shall include for each specified project, the name, title, hourly wage rate, and number of hours worked of personnel who provided services.

Each request for payment is subject to CHP Project Manager or designee approval and Accounting Section audit.

Payments shall be made to Contractor only for undisputed invoices. An undisputed invoice is an invoice executed by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The CHP Contract Administrator or designee shall give written notice to the Contractor within 5 working days of receipt of a disputed invoice.

- C. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number to:

Name: James Richards, Lieutenant Commander
Office: Uniformed Hiring Section
Address: 601 North 7th St. OPI #094
Sacramento, CA 95811

- D. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the
The service

2. Budget Contingency Clause

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

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS (continued)

Shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

4. RATE SCHEDULE

Payment will be made to Contractor, in accordance with categories and amounts listed in Exhibit B-1, Agreement Pricing.

5. MISCELLANEOUS

- A. Contractor shall be responsible for all subcontracted work and shall require prior approval from the CHP Project Manager prior to work being performed. Each subcontracted item shall be identified separately. The subcontractor's invoice shall be submitted as supporting documentation with Contractor's invoice. The CHP Project Manager shall, at any time, be permitted to request Contractor obtain additional quotes for all subcontracted work.
- B. Shipping, courier, and messenger costs shall be paid by Contractor.
- C. Travel, shipment, licensing fees, couriers, and all other associated expenses incurred by the Contractor other than those listed in Exhibit B-1, shall be the Contractor's sole responsibility.
- D. Contractor must include a clause in subcontracted/or media purchases providing that Contractor, not the CHP, shall be solely responsible for payment of all subcontracted/or media invoices. The Contractor shall provide proof-of-purchase for buys with the invoice copy.

Attachment B-1 Agreement Pricing

Rates are specified below. Any extra funds allocated to CHP budget may be used for media buys in accordance with the SOW, upon Uniformed Hiring Section's Project Manager approval. Refer to Exhibit B for budget detail and payment provisions.

Chart #1 – Setup Costs (If applicable)					
#	Setup Category	Hours		Rate (in Dollars)	Total Line Cost
1	Setup and Transition	\$0.00		\$0.00	\$0.00

Chart #2 – Direct Labor Costs for Years 1, 2 and 3						
#	Direct Labor Category	Year 1 – Hours	Year 2 - Hours	Year 3 - Hours	Rate (in Dollars)	Total Line Cost
1A	Project Manager	1240	1240	1240	\$120.00	\$446,400.00
1B	IT Staff	615	615	615	\$165.00	\$304,425.00
1C	Creative Staff	1700	1700	1700	\$145.00	\$739,500.00
1D	Budget/Accounting Staff					
1E	Supporting Staff					
Total						\$1,490,325.00

Chart #3 – Subcontractor's Cost/Total Spend for Years 1, 2 and 3					
#	Subcontractor's Name	Year 1 (Dollar spend)	Year 2 (Dollar Spend)	Year 3 (Dollar Spend)	Total Line Cost
2A	Fiat Luxx	\$200,000.00	\$200,000.00	\$200,000.00	\$600,000.00
2B					*
Total					\$600,000.00
**This is included in the net media buy cost Item #3A, per contractor.					

Chart #4 Direct Costs for Years 1, 2 and 3					
#	Direct Cost Type	Year 1 (Dollar Spend)	Year 2 (Dollar Spend)	Year 3 (Dollar Spend)	Total Line Cost
3A	Net Media Buy Estimate	\$1,230,000.00	\$1,230,000.00	\$1,230,000.00	\$3,690,000.00
3B	Contractor Fees on Net Media Buys (Not to exceed 10%) Media Buy Markup)	\$123,000.00	\$123,000.00	\$123,000.00	\$369,000.00
Total					\$4,059,000.00

Chart #5 – Indirect Costs (Overhead and Fringe Benefits) for Years 1, 2 and 3					
#	Indirect Category Type	Year 1 (\$ Spend)	Year 2 (\$ Spend)	Year 3 (\$ Spend)	Total Line Cost
4a	Overhead Rate	\$0.00	\$0.00	\$0.00	\$0.00
4B	Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
*Not applicable per contractor.					
Total					\$0.00

Chart #6 – Fee/Profit Amount for Years 1, 2 and 3 (Not Including Media Buy & Markup)				
#	Category	Year 1 Profit	Year 2 Profit	Year 3 Profit
5	Fee/Profit Amount (not including media buy & markup) for contract term	\$0.00	\$0.00	\$0.00
*Not applicable per contractor.				
Total				\$0.00

Attachment B-1 Agreement Pricing

Chart #7 – Cost Summary for Years 1, 2 and 3		
#	Cost summary for Years 1, 2 and 3	Total Line Cost
6A	Enter Total Cost for Chart #1 (Setup Costs – If Applicable)	\$0.00
6B	Enter Total Cost for Chart #2 (Direct Labor Costs)	\$1,490,325.00
6C	Enter Total Cost for Chart #3 (Subcontractor's Cost)	\$600,000.00
6D	Enter Total Cost for Chart #4 (Direct Costs)	\$4,059,000.00
6E	Enter Total Cost for Chart #5 (Indirect Costs)	\$0.00
6F	Enter Total Profit for Chart #6 (Fee/Profit Amount)	\$0.00
Cost Summary of Total Costs for Years 1, 2 and 3		\$6,149,325.00

Chart #1 – Direct Labor Costs for Optional Year 4				
#	Direct Labor Category	Optional Year 4 – Hours	Rate (in Dollars)	Total Line Cost
1A	Project Manager	1240	\$120.00	\$148,800.00
1B	IT Staff	615	\$165.00	\$101,475.00
1C	Creative Staff	1700	\$145.00	\$246,500.00
1D	Budget/Accounting Staff			\$0.00
1E	Supporting Staff			\$0.00
			Total	\$496,775.00

Chart #2 – Subcontractor's Cost/Total Spend for Optional Year 4			
#	Subcontractor's Name	Optional Year 4 (Dollar spend)	Total Line Cost
2A	Fiat Luxx	\$200,000.00	\$200,000.00
2B			*
		Total	\$200,000.00

**This is included in the net media buy cost Item #3A, per contractor.

Chart #3 Direct Costs for Optional Year 4			
#	Direct Cost Type	Optional Year 4 (Dollar Spend)	Total Line Cost
3A	Net Media Buy Estimate	\$1,230,000.00	\$1,230,000.00
3B	Contractor Fees on Net Media Buys (Not to exceed 10% Media Buy Markup)	\$123,000.00	\$123,000.00
		Total	\$1,353,000.00

Chart #4 – Indirect Costs (Overhead and Fringe Benefits) for Optional Year 4			
#	Indirect Category Type	Optional Year 4 (\$ Spend)	Total Line Cost
4A	Overhead Rate	\$0.00	\$0.00
4B	Fringe Benefits	\$0.00	\$0.00
		Total	\$0.00

*Not applicable per contractor.

Chart #5 – Fee/Profit Amount for Optional Year 4 (Not Including Media Buy & Markup)			
#	Category	Optional Year 4 Profit	Total Line Cost
5	Fee/Profit Amount (not including media buy & markup) for contract term	\$0.00	\$0.00

*Not applicable per contractor.

**Attachment B-1
Agreement Pricing**

Chart #6 – Cost Summary for Optional Year 4		
#	Cost summary for Optional Year 4	Total Line Cost
6A	Enter Total Cost for Chart #1 (Direct Labor Costs)	\$496,775.00
6B	Enter Total Cost for Chart #2 (Subcontractor's Cost)	\$200,000.00
6C	Enter Total Cost for Chart #3 (Direct Costs)	\$1,353,000.00
6D	Enter Total Cost for Chart #4 (Indirect Costs)	\$0.00
6E	Enter Total Profit for Chart #5 (Fee/Profit Amount)	\$0.00
Cost Summary of Total Costs for Optional Year 4		\$2,049,775.00

End of Project Transition to Awardee (if applicable)				
#	End of Project Transition	Hours	Rate (in Dollars)	Total Line Cost
7A	Transition to Awardee	20	\$0.00	\$0.00

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1. APPLICABLE LAWS AND REGULATIONS

A. GENERAL

The Contractor shall be informed of and comply with all Federal and State statutes, rules and regulations applicable to the contract and to those engaged or employed through the contract. The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the Contractor or subcontractors.

If a conflict arises between the provisions of the scope of work and any such statute, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the work affected by the conflict, any performance shall be at the Contractor's own risk, and he/she shall not be entitled to any additional compensation.

The Contractor shall be liable for damage to any person or property resulting from defects in the work or, obstructions throughout the term of the contract or at any time before acceptance of the completed work.

Neither the State nor the Contractor is subject to municipal, county or district statutes, rules or regulations pertaining to building permits or regulating the design or construction of buildings on State property.

A. EXPATRIATE CORPORATIONS

California Public Contract Code section 10286.1 a State agency shall not enter into any contract with an expatriate corporation or its subsidiaries.

B. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

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C. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

D. PERMITS AND LICENSES

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing all work required relating to this Agreement.

In the event any license(s) and/or permit(s) expire during the term of this Agreement, Contractor agrees to provide CHP with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to maintain all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Pursuant to the Business and Professions Code, Division 3, Chapter 9, it is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a Contractor within this State without having the required license except in any of the following cases:

- 1) The person is exempted from the provisions of this chapter; or
- 2) The bid is submitted on a State project governed by California Public Contract Code section 10164.

This chapter shall not apply to a joint license as required by Business and Professions

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Code section 7029.1. However, if the Contractor makes the bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

This chapter shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed Contractors to render services within the scope of their respective practices.

E. PERMITS AND CERTIFICATIONS FROM STATE BOARD OF EQUALIZATION

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

F. PREVAILING WAGE RATES AND WORK HOURS

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. The Prevailing Wage Rates as specified by the Department of Industrial Relations (DIR) are available on the DIR Web site, www.dir.ca.gov/DLSR/Pwd.

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25.00) for each worker employed in execution of the contract for each calendar day during which a worker is required or permitted to labor for

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more than eight hours in any calendar day or more than forty (40) hours in any calendar week, in violation of California Labor Code Sections 1810 – 1815, inclusive.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code sections 1770 - 1780.

G. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

1. In accordance with the provisions of Code of Regulations Title 8, Section 16000, the Department of Industrial Relations has ascertained the work for this project to be performed as a public work. Refer to <http://www.dir.ca.gov/t8/16000.html>.
2. No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
3. No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Refer to <http://www.dir.ca.gov/Public-Works/SB854.html> for more information.
5. Contractor shall maintain its registration with the Department of Industrial Relations per the requirements set forth in Labor Code 1725.5 (a)(1) during the term of this Agreement.

2. PAYMENT RECORDS

The Contractor and each subcontractor shall keep an accurate payroll record showing overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in relation with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with California Labor Code section 1776.

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3. EMPLOYMENT OF UNDOCUMENTED ALIENS

No State agency or department, as defined in Public Contract Code § 10357, that is subject to this code, shall award a public works contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works contract, whom has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101.

4. CONTRACTOR'S WAIVER

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the Contractor's work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor's intentional or negligent acts that might have been prevented by the Contractor or anyone employed by him/her. In addition to any remedy authorized by law, any money due the Contractor under the contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

5. TERMINATION OF CONTRACTOR'S CONTROL

Failure to supply an adequate working force, material of proper quality, or failure in any other respect to prosecute the work with the diligence and force specified in the Agreement, are grounds for termination of Contractor's control over the work. The CHP will take over the work as provided in the State Contract Act.

6. CONTRACT APPROVALS AND COMMENCEMENT OF WORK

Contracts are not valid unless and until approved by California Department of General Services, if such approval is required by law. The Contractor is not to commence or proceed with any work in advance of receiving notice that the contract has been approved. Any work performed by the Contractor in advance of the date of approval by the Department of General Services shall be deemed volunteer work and will not be reimbursed by the State.

7. PERSONNEL

Competent trained personnel are to be used. Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises to provide services under this Agreement. The new personnel will be introduced to CHP Project Representative prior to beginning work and will submit their information for security clearance. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

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8. SUBCONTRACTOR/CONSULTANT INFORMATION

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement via the subcontractors List form provided in the bid documents. Contractor and all subcontractors must be licensed for the scope of work performed under this Agreement.

- A. All persons including subcontractors, engaged in work to fulfill this Agreement will be considered as employees of the Contractor. Contractor shall give personal attention to fulfillment of this Agreement and shall maintain control over the work provided. Should any subcontractor fail to complete a portion of the work in a manner satisfactory to CHP, Contractor shall correct the defective work and/or materials at no additional expense to the CHP.
- B. CHP shall not entertain requests to arbitrate disputes among subcontractors or between Contractor and subcontractors concerning responsibility of performing any part of the work. Contractor is responsible for all work performed under this Agreement.
- C. CHP assumes no responsibility for the payment of subcontractors. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of work relating to this Agreement.
- D. Contractor shall ensure that all subcontracts for services include provisions requiring compliance with applicable terms and conditions specified in this Agreement and all exhibits incorporated by reference.
- E. Additionally, the Contractor shall notify the Department of California Highway Patrol, Business Services Section, Contract Services Unit, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

9. BUILDING SECURITY REQUIREMENTS

All personnel who are assigned to the contract will be subject to a driver license and fingerprint check through the California Criminal History Information System and/or Federal Bureau of Investigation, as needed, before access to a CHP facility is authorized. The Area commander shall be provided with the names of personnel who will be working in the State building or grounds.

If changes in personnel are required, prior written notification of said changes must be made to the Area commander. Upon the initial driver license check returning clear and the receipt of a fully approved contract, services may commence. An adverse finding under the fingerprint check, may at the sole discretion of CHP, result in a requirement for personnel replacement or cancellation of the contract.

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If the Area commander receives an unsuitable report on Contractor or employee after processing security clearance; or if it is found that Contractor or employee is unsuitable or unfit for the assigned duties, Contractor shall be advised immediately that this individual cannot continue to work or be assigned to work under the Agreement.

The CHP shall have and exercise full and complete control over granting, denying, withholding or terminating clearance for Contractor, including employees. The CHP may, as it deems appropriate, authorize and grant temporary clearance to Contractor and employees. However, the granting of temporary clearance shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way bar, preclude, or prevent the termination or withdrawal of any such clearance by the CHP.

10. CONTRACTOR FACILITY CHECK-IN

Contractor must sign in and out with the CHP Division Analyst or his/her designee to indicate the start and end of each day's task. If sign in and out is not done, the invoice may be disputed due to the hours of Contractor being on site not being documented.

11. CONDUCT OF WORK AND PERSONNEL

- A. Contractor shall be responsible for maintaining satisfactory standards of employee appearance, competency, conduct, and integrity. All service personnel should wear shirts with their company logo clear and visible. No torn clothing will be allowed on site. All personnel assigned to the Area office shall be alcohol and drug free. Contractor shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Contractor is also responsible for ensuring that employees do not disturb papers on desks, open cabinets or desk drawers, or use State telephones except as authorized.
- B. The State reserves the right to do other work related to the project or adjacent thereto by contract or otherwise. The Contractor shall always conduct his/her work as to not impose a hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance. Where two (2) or more Contractors are employed on related or adjacent work, each shall conduct their operations in such manner as not to cause delay or additional expense to the other.
- C. The Contractor shall make provisions to accomplish the work of the contract without undue interruption of services. Interruption of any services for the purpose of making or breaking a connection shall be made only after consultation with the State and shall be at such time and of such duration as may be directed.
- D. The Contractor's activities on State property shall be confined to spaces, areas, roads and locations as directed by the State.

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- E. Parking arrangements for Contractor's personnel shall be made through the State.
- F. No firearms, narcotics, drugs, intoxicants or other restricted materials shall be allowed on the premises.

12. SUPERVISION

- A. Contractor shall arrange for satisfactory supervision of the Agreement work and shall bring to the attention of the CHP any problems that should be corrected, including preventative maintenance. This is not a responsibility for the CHP.
- B. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods, materials and certified personnel. Contractor will be liable for any damage to the property or its contents through negligence on the part of Contractor or his/her staff.
- C. Contractor shall provide, in writing, to the CHP, at least five (5) days prior to the Agreement starting date, the names, telephone numbers, and addresses of the on-site supervisors. The term "on-site supervisor" means a person designated in writing by Contractor with authority to act for Contractor at the work site.

13. EQUIPMENT

Restrictions may be placed on the quantity and type of equipment and materials left within existing facilities during breaks, meals or at the end of each work day.

14. UTILITIES

The Contractor shall not interrupt utilities except with two days' prior written notice and approval from the State. Interruptions shall be scheduled to minimize the duration and disruption to the existing operation.

15. INSPECTION

The Contractor shall always permit the State and its authorized agents and representatives to visit and inspect the work site while work is in progress. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires the work to be tested, it shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. The Contractor shall give the State a twenty-four (24) hour notice prior to performing work on a Saturday, Sunday, or a State holiday, so that the State may make the necessary arrangements.

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16. MATERIALS AND WORKMANSHIP

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles or equipment furnished by the Contractor for incorporation into the work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within 35 calendar days after the award of the contract. All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Every part of the work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace, at his/her own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expense to the State. Any rejected materials, articles or equipment shall immediately be removed from the premises at the expense of the Contractor.

17. 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 the project, CHP, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CHP for any additional expenses incurred to cure such defects.

Contractor shall be liable for any damages by Contractor or his employees to portions of buildings, premises, equipment, furniture, material, or other CHP property. Damage resulting from the services provided will be repaired or items will be replaced by Contractor to the satisfaction of CHP at no expense to CHP. Any items lost or stolen while in Contractor's custody will be replaced by Contractor at no expense to CHP.

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18. CONTRACT VIOLATIONS

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

19. CONTRACT SUSPENSION

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a Federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

20. CANCELLATION

- A. CHP reserves the right to cancel this Agreement without cause, upon thirty (30) calendar days advance written notice to the Contractor.
- B. CHP may, at its option, immediately cancel the Agreement if any emergency arises which causes the closure of the facility.
- C. CHP reserves the right to cancel or 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 this Agreement.
- D. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.

21. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the

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Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

22. COMPUTER SOFTWARE MANAGEMENT MEMO

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.

23. PATENTS

The Contractor shall assume all costs and agrees to indemnify and save harmless the State, its officers and employees from all suits, actions or claims arising from use of patented materials, equipment, devices or processes used or incorporated in the work contracted for by CHP.

24. ACCOUNTING PRINCIPLES

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

25. STOP NOTICE AND CLAIMS

The State will retain from funds owed or that become owed to Contractor an amount sufficient to cover claims filed pursuant to Civil Code sections 3179 et seq.; tax demands filed in accordance with Government Code section 12419.4; claims of State agencies offset under Government Code section 12419.5; and other claims, penalties, and forfeitures for which the State is authorized to retain money.

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26. TAX

The State of California and Contractor will each bear their own respective Federal, State and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

27. TAX DELINQUENCIES CONTRACT BAN

The State of California shall not enter into any contract for goods or services with a Contractor whose name appears on either list of the five hundred (500) largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

28. ACCIDENT PREVENTION

The Contractor shall always exercise precaution for the protection of persons (including employees) and property. Precautionary measures shall include, but not limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of the work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

29. BRAND OR TRADE NAMES

Pursuant to California Public Contract Code section 3400, the contract does not require the Contractor to supply specific brand or trade name material, product, or services,, except for services by the Contractor or by subcontractors listed pursuant to California Public Contract Code sections 4100 et seq. Whenever an item is specified by brand, trade name, or specific entity, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary, in the public interest or to match other similar items already used or to be used.

30. INCONSISTENT TERMS

If the Contractor discovers any inconsistent terms, omissions or errors in the contract documents, has any questions concerning interpretation or clarification of the contract documents, or if it the Contractor believes the performance of the work or any matters related to the work is not sufficiently detailed or explained in the contract, then, before commencing work, the Contractor shall immediately notify the State in writing and request interpretation, clarification or additional detailed instructions concerning the work.

31. OCCUPANCY BY THE STATE PRIOR TO ACCEPTANCE

The State reserves the right to occupy all or any part of the project prior to completion of the

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work upon written order by the State. In such event, Contractor will be relieved of the responsibility to the State for injury or damage resulting from occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the work completed by the Contractor or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before acceptance of the work.

32. FINAL PAYMENT

After acceptance of the work by CHP, Contractor shall promptly submit to the CHP, a statement of the sum due Contractor under this Agreement. The said statement shall consider the contract price, as adjusted by any amendments; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the Agreement.

33. HAZARDOUS MATERIALS

Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Services. To safeguard both life and property, Contractor will provide a list to CHP Project Representative all chemicals to be issued on the site prior to use along with a copy of Material Safety Data Sheets (MSDS) for all chemicals used. Appropriate protective clothing and gear according to the label requirement and type of chemical being used shall be provided by Contractor and worn during application. All containers holding pesticides shall be properly labeled with the name and strength of the chemical and active ingredients. Pesticide and other toxic materials will NOT BE stored on CHP property. Containers with any chemical residue shall NOT BE placed in CHP receptacles. Contractor shall appropriately dispose of containers. Contractor is responsible for adhering to all environmental laws regarding the proper disposal of water containing chemicals used in the process of providing services described in the Agreement.

If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the contract, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this contract by amendment or may be performed by the State through other means, at the discretion of the State.

34. ELECTRONIC WASTE RECYCLING

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

35. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) (If applicable)

Contractor shall fulfill, their obligations in dispensing that portion of the Agreement amount to

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the DVBEs as identified in GSPD-05-105 (Bidder Declaration Form).

In the event the Agreement is amended to increase the amount, Contractor will be required to comply with the Department's DVBE participation requirement for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR Section 1896.75).

If this Agreement is exempt from DVBE requirements, CHP requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

36. DVBE REPORTING REQUIREMENTS – IF APPLICABLE In accordance with MVC 999.5(d), it is the prime contractor's responsibility to certify to CHP, via Prime Contractor's Certification – DVBE Subcontractor Report (DGS STD 817), that the DVBE subcontractor(s) named in the contract have received full payment per contract commitment upon completion of the contract.

A. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor that entered into a contract with a DVBE subcontractor, the prime contractor's DVBE DGS STD 817 form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.

B. Pursuant to MVC 999.7, the awarding agency is required to withhold \$10,000 from the final payment or the full payment if less than \$10,000 on contracts until the prime contractor complies with the certification requirements of MVC 999.5(d). If the prime contractor, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

C. Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.

- 1) Prime contractor is required to maintain records supporting the information submitted on the DGS STD 817 form. The DGS STD 817 form can be downloaded at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>

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- 2) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

D. The DGS STD 817 form is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file.

37. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALLY USEFUL FUNCTIONS

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code: Government Code Sections 14837, 14839, 14842, 14842.5 and MVC Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business (SB), Micro-business (MB) and/or DVBE and perform a **commercially useful function** to be eligible for award and must be "domiciled" in California. Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

38. DVBE REPLACEMENT REQUEST (IF APPLICABLE)

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Motor and Vehicle Code (M&VC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically to the CHP SB/DVBE Advocate at CertifiedBusiness@chp.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contracting Code (PCC) 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; (PCC) § 10115.10, or PCC § 4110 (for public works contracts).

39. DEBRIS AND RECYCLE

To comply with Public Resources Code (PRC) Section 42921 (a) and (b) and PRC Section 42926, all Contractors shall contain, in a confined area away from CHP worksite, all trash and debris generated from Janitorial, Landscape, Electrical, Plumbing, Painting and/or General

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Construction projects and dispose of debris at no additional cost to the CHP. All work areas shall always be kept clean, safe, and orderly. At the completion and approval of work, Contractor shall remove all debris and surplus materials resulting from the project, dispose of it, and leave the site clean, safe, and orderly, at no additional cost to the CHP. Documentation of debris disposal will be given to the CHP Project Representative at the completion of each project or billing cycle. ALL MATERIALS MUST BE RECYCLED WHENEVER POSSIBLE, AT THE CLOSE OF A PROJECT. ALL MONIES COLLECTED FROM THE RECYCLING OF MATERIALS FROM A CHP SITE SHALL BE REMITTED BACK TO THE CHP, unless otherwise noted. A copy of the waste manifest or refuse report is to be kept in the waste diversion report binder. (Note: The cost for disposal is for record keeping and is not to be construed as a permission to bill the CHP for these costs.)

40. INABILITY TO PROVIDE SERVICES

If Contractor shall be temporarily unable to provide services, the CHP, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.

41. DEFAULT

Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner. If, after Agreement award and execution of the Agreement, Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Additionally, Contractor may be liable to CHP for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.

42. DISPUTE

Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable timeframe as defined by CHP Project Representative or Contractor, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.

43. REJECTION

Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with requirements of the Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to CHP Project Representative by Contractor at no additional expense to CHP. In the event Contractor fails to take necessary steps to ensure future conformity with the requirements of the Agreement, CHP shall have the right to either (a) procure services required by the Agreement and charge to Contractor or (b) terminate this Agreement.

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SPECIAL TERMS AND CONDITIONS

44. RIGHT TO BAR

The CHP reserves the right to bar any Contractor's employee from the work site.

45. SECURITY

- A. Contractor's employees are not authorized to open, use, access, look, read, remove or copy any documents or records. Contractor shall not use, access or disturb cabinets, files, desks, computers, copy machines, fax machines, folders, papers, books, telephones, calculators, kitchen appliances, or CHP employees' personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.
- B. Contractor will not let visitors come into the building (including CHP employees) after the doors are locked. Building admittance is restricted to employees of Contractor who have been assigned to this location and previously introduced to CHP Project Representative. Individuals who have not been assigned to perform services at this location (i.e., children, family members or friends of Contractor or Contractor's employees) are strictly forbidden from entering the building and secured areas when cleaning the building. Failure to adhere to this requirement will result in immediate termination of this Agreement.

46. SECURITY BREACH

- A. Any security breach by Contractor or Contractor's employees such as leaving the facility without fully securing all entrances or exits and arming the alarm system or allowing unauthorized access to the premises may result in immediate termination of the Agreement. Contractor will be notified by telephone by CHP Project Representative, immediately followed by written notification.
- B. Building keys in Contractor's possession at the termination of this Agreement shall be returned to CHP Project Representative within twenty-four (24) hours from the termination of this Agreement. Contractor agrees that the costs for unreturned keys and consequential costs shall be deducted from any sums owed Contractor against this or any other active agreement with CHP. For example, a Contractor's failure to return keys will result in an assessment of costs for the re-keying of the office and the cost of reissuing keys.

47. STATE HOLIDAYS

CHP offices will be closed on any holiday that falls on or is observed on a weekday, unless otherwise stated. CHP observes the holidays identified on the California Department of Human Resources web-site: <http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>.

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

1. Contractor shall, without expense to CHP or the state, maintain or cause to be maintained and in effect, at all times during the term of the agreement, with insurers of recognized reputation and responsibility, a valid certificate of Commercial General Liability Insurance with the following State of California requirements:
 - A. The certificate of insurance shall state an amount of Commercial General Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - B. If applicable, the certificate of insurance shall state an amount of Automobile Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - C. If applicable, the certificate of insurance shall state an amount of Pollution Liability of no less than \$1,000,000 per occurrence, which shall provide for work performed on-site as well as during the transport of hazardous materials. (Applicable only when services involve handling of toxic or hazardous substances).
 - D. Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.
 - E. Contractor shall acquire and submit to CHP, and thereafter maintain for the contract term and any extension thereof, an original fidelity bond in an amount not less than \$25,000, to cover any loss to the State due to any fraudulent or dishonest act on the part of the Contractor, its agents and employees and its subcontractors, or any officer, employee, or agent thereof. (Applicable only to janitorial services agreement).
2. Contractor shall provide a certificate of insurance evidencing the below prior to the scheduled performance of the agreement. All Certificates of Insurance identified below shall indicate CHP contract number and be submitted to:

**Department of California Highway Patrol or
Business Services Section
Contract Services Unit
HOMAYOUN LASHKARI
Post Office Box 942898
Sacramento, California 94298-0001**

**To expedite processing,
certificates may be faxed to:
HOMAYOUN LASHKARI
(916) 322-3166**

3. The certificate of insurance shall:
 - A. Be issued by an insurance company acceptable to Department of General Services (DGS), Office of Risk and Insurance Management (ORIM) or be provided through a partial or total self-insurance acceptable to DGS/ORIM. The certificate of insurance shall meet additional standards as may be determined by the contracting state agency, either independently or in consultation with ORIM, for protection of the state.

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INSURANCE REQUIREMENTS

B. Name the State as additional insured as follows:

The State of California, its officers, agents, and employees are included as additional insured; but only with respect to work performed under this contract. The additional insured endorsement must accompany the certificate of insurance.

C. Provide that the insurer shall not cancel the insured's coverage without five (5) business days prior written notice to the state. Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.

D. The certificate of insurance shall provide that, in relation to the interests of each additional insured, that the insurance shall not be invalidated by any act, breach, violation or omission Contractor, or any other person or entity, provided the additional insured had not knowingly contributed to such act, breach, violation or omission.

4. The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Contractor agrees to provide, at least thirty (30) days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract should Contractor fail to comply with these provisions.

EXHIBIT F
(Standard Agreement)

Ownership of Intellectual Property, Products and Copyrights

1. The State shall be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured, or distributed. The copyright and other intellectual property rights to any and all products created, provided, or developed under this Agreement, whether or not published, produced, manufactured, or distributed belongs to the State from the moment of creation. If the Contractor should lose its ability to service the Agreement with the State, the State shall retain the right to use said products or materials without further compensation to the Contractor.
2. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.
3. Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.
4. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
5. If the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, shall include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice shall be placed prominently on products or materials, and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and Department of California Highway Patrol", or other appropriate mark as directed by Department of California Highway Patrol,

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(Standard Agreement)

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Office of Community Outreach and Media Relations, shall be included on any such products or materials.

6. Contractor represents and warrants that:
 - A. It is free to enter into and fully perform this Agreement.
 - B. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - C. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or STATE and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - D. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - E. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
 - F. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CHP in this Agreement.
 - G. It has appropriate systems and controls in place to ensure that CHP 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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- H. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 7. CHP MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- 8. Intellectual Property Indemnity
 - A. Contractor shall indemnify, defend and hold harmless State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.
 - B. Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to State. State shall have the right to monitor and

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appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for State to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- C. Contractor agrees that damages alone would be inadequate to compensate CHP for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges State would suffer irreparable harm in the event of such breach and agrees State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

EXHIBIT G
(Standard Agreement)

TERMS AND DEFINITIONS

A list of common terms and definitions follows.

Term	Definition
Advertisement	A notice or announcement in a public medium promoting a product, service, or event or publicizing a job vacancy.
Augmented Reality	This phrase represents the integration of digital information with the user's environment in real time. Augmented reality works by superimposing a computer-generated image on a user's view of the real world, using the existing environment and layering new information on top of the existing view.
Billboard	Generally, a large outdoor advertisement visible to traffic and/or pedestrians on busy thoroughfares/walkways/roads.
Budget	Details how contract funding will be spent over the course of the agreement to fulfill the Work Plan.
Contractor	Refers the entity that enters into agreement with CHP to conduct the work specified in this contract.
Deviation(s)	Departures from the contract terms, Work Plan, Monthly Reporting Plan, Budget, Transition Plan, and/or other agreed upon terms. All deviations must be approved by the IDS Project Coordinator in writing.
Digital/Digital Marketing	This is any media that is encoded in a machine-readable format. Digital media is controlled through the controlling connector, and viewed, modified, created and kept on digital electronic devices. Examples of digital media include, but not limited to, computer programs and software, video, web games, social and other websites, databases, e-books and digital audio.
Electronic Media	The media that one can share on any electronic device for the audiences viewing.
Event	An outdoor event. Typical examples include: sporting events and concerts. Events are typically held in stadiums, parks, entertainment complexes, and arenas. Refer to Section 23320.5 BPC for additional information.
Marketing	The activity or business of promoting and selling products or services, including market research and advertising.
Monthly Reporting Plan	A plan developed by the contractor and approved by the CHP that outlines how the contractor will carry out the efforts listed under the work plan. The monthly reporting plan must include metrics (as detailed in the agreement) that measure progress toward completion.
Online	Refers to media controlled by or connected to another computer or to a network and viewed through that controlling connection

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Programmatic media (programmatic advertising)	This is display, video, and audio media that is online, using the controlling connector automation/software to optimize advertising results. Such connectors may include the corporation's owned websites, operated websites and developed applications.
Social Media	Websites and applications that allow clients ("Users") to create, share or participate in social networking content.
Transition Plan	An end of agreement transition plan that transfers all content created under this agreement back to the CHP and/or to another contractor designated by the CHP. Additionally, this plan will summarize all ongoing efforts that have not yet been completed.
Work Plan	A plan that outlines all proposed efforts the contractor will undertake during this agreement. The Work Plan, and all efforts listed in the Work Plan, must be approved by the CHP prior to the contractor beginning work. The Work Plan may be amended with written permission from the PTS Project Coordinator.
Undefined terms/other terms	The contractor may request clarification for any and all terms in the contract if the Contractor has questions. Common terms like Radio, Television, Internet, and Email are not defined here; however, they can be defined by the PTS Project Coordinator upon request.