



REQUEST FOR PROPOSAL Notice to Prospective Proposers

September 8, 2014

You are invited to review and respond to this Request for Proposal (RFP), entitled (**CTA-14 015 Lake Tahoe License Plate Outreach & Advertising Services**). In submitting your proposal, you must comply with these instructions.

BOARD MEMBERS

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U.S. Forest Service (ex-officio)

PATRICK WRIGHT
Executive Director

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Tahoe Conservancy, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Victoria Ortiz
California Tahoe Conservancy
530-543-6063
victoria.ortiz@tahoe.ca.gov

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

Victoria Ortiz
Communications Liaison

Table of Contents

| Section | Page |
|--|-------------|
| A) Purpose and Description of Service..... | 3 |
| B) Minimum Qualifications for Proposers | 3 |
| C) Scope of Work and Description of Services..... | 4 |
| D) Proposal Requirements and Information..... | 4 |
| 1) Key Action Dates | 5 |
| 2) Proposal Format..... | 5 |
| 3) Submission of Proposal..... | 7 |
| 4) Evaluation Process..... | 8 |
| 5) Evaluation Criteria..... | 9 |
| 6) Evaluation Standards..... | 11 |
| 7) Award and Protest..... | 11 |
| 8) Disposition of Proposals..... | 12 |
| 9) Agreement Execution and Performance..... | 12 |
| E) Preference Programs..... | 13 |
| 1) Small Business Preference..... | 13 |
| 2) DVBE Requirements..... | 13 |
| F) Attachments..... | 14 |
| 1) Required Attachment Check List | |
| 2) Proposal/Proposer Certification Sheet | |
| 3) Sample Cost Proposal Work Sheet | |
| 4) Evaluation criteria score sheet (Bidder information only) | |
| 5) Proposer References (optional) | |
| 6) Disabled Veteran Business Enterprise (DVBE) Participation Program | |
| G) Sample Standard Agreement (STD 213)** | |
| 1) Exhibit A, Scope of Work | |
| 2) Exhibit B, Budget Detail and Payment Provisions | |
| 3) Exhibit C, General Terms and Conditions and the Contractor Certification Clauses. These can be found on the Internet at www.ols.dgs.ca.gov/ | |
| 4) Exhibit D, Additional Provisions | |

** These documents are not required with the Proposal submittal package but are required upon award of the contract.

A) PURPOSE AND DESCRIPTION OF SERVICES

The California Tahoe Conservancy (Conservancy) is seeking the services of a consultant to assist with public outreach efforts for the Lake Tahoe license plate and Conservancy programs.

1. Timeframe

This is a two (2) year contract. The contract is anticipated to begin October 10, 2014 with a completion date of October 13, 2016.

The contract will also include a renewal option, pending approval by the Department of General Services, for one (1) additional year at the sole discretion of the Conservancy and an increase in the contract amount of up to thirty percent (30%).

2. Budget

This budget for the first year of this project is up to \$120,000. Funding for the second year is also anticipated to be up to \$120,000.

Funding for subsequent years will need to be approved by the State Budget Act and authorized by the California Tahoe Conservancy Governing Board. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Conservancy shall have the obligation to notify the Contractor in writing of such event and shall have the option to either cancel this Agreement with no liability occurring to the Conservancy beyond payment for services provided up to the date of said written notification or to offer an agreement amendment to Contractor to reflect the reduced amount subject to approval by Contractor.

B) MINIMUM QUALIFICATIONS

Proposers must have significant experience with graphic design, marketing, advertising, and communications in Lake Tahoe. The successful proposer will have experience with, and be willing to learn more about the Conservancy, the Tahoe Fund, and the projects and programs supported by the Lake Tahoe License Plate and the Lake Tahoe Environmental Improvement Program. Key management staff must have promotion experience and be able to build positive relationships with conservation, recreation, and transportation oriented businesses at Lake Tahoe.

C) SCOPE OF WORK AND DESCRIPTION OF SERVICES

Perform tasks associated with the development and production of Conservancy outreach materials for the following:

- a. The Lake Tahoe License Plate-Supported Projects, benefits, etc.
- b. The Lake Tahoe Environmental Improvement Program (EIP)

c. Conservancy programs, projects, and accomplishments

These tasks should include, but not be limited to, products in the following areas:

- Development of multi-year strategy, in coordination with the Conservancy, the Tahoe Fund, and other partners, to increase plate sales and generate awareness of the Conservancy.
- Development of press releases, print, media, and other marketing material for internet and print media advertising directed to:
 - Promote and build awareness and understanding of the Environmental Improvement Program and projects funded through the Tahoe Plate and other sources.
 - Educate the public on other related Conservancy priority programs and projects.
- Development of a social media strategy to support internet sales and promotions, build an on-line community of supporters, and disseminate information on projects and programs funded through plates sales.
- Development of partnerships with the public agencies and private sector in the Tahoe Basin and with other California Specialty License Plate organizations. These efforts should lead to the development and maintenance of public/private partnerships in promoting sales of Tahoe plates in the Tahoe Basin and statewide, including the Tahoe Fund's Plates for Powder Program, seasonal promotions and special promotional opportunities and events with the Tahoe Fund and the private sector.
- Development of an ongoing statewide marketing effort to promote and build support of the California Tahoe Conservancy and to highlight the accomplishments of the Conservancy and its partner agencies and nonprofit organizations.
- Outreach program measurement and reporting
- Creation of promotional materials such as annual, anniversary or executive reports, project profiles, and other informational materials to increase public understanding of the Conservancy.
- Monitor, analyze and report on effectiveness of outreach activity using license plate sales and renewal data, Web traffic and efficacy of public relations, such as relationship and viewer numbers

D) PROPOSAL REQUIREMENTS AND INFORMATION

The following elements are required in all proposals. Any proposal not meeting the minimum requirements **will not be considered**. Proposals shall be scored (as indicated) for each proposal that meets the minimum qualifications.

1. Key Action Dates

Time schedule: It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

| <u>Event</u> | <u>Date</u> |
|--|-----------------------------|
| RFP available to prospective proposers | September 8, 2014 |
| Written Question Submittal Deadline | September 15, 2014 |
| Final Date for Proposal Submission | October 6, 2014 (3:00 p.m.) |
| Cost Proposal Opening | October 6, 2014 (3:00 p.m.) |
| Notice of Intent to Award | October 8, 2014 |
| Proposed Award Date | October 13, 2014 |

2. Proposal Format

Qualifications and Experience:

The proposer should identify the individuals and subcontractors proposed to fill technical tasks, their qualifications and experience. The proposer should also describe the firm's qualifications that pertain to the work described in this RFP and the minimum qualifications for proposers. Specifically, indicate relevant experience, specialty areas of expertise, how the firm would utilize personnel and carry out work tasks, and indicators of likelihood of successfully accomplishing proposed work and being able to effectively work with entities described herein based on past performance.

Project Personnel:

Provide resumes of all personnel to be assigned to the project. Include experience with graphic design, marketing, and communications in Lake Tahoe and statewide environmental and recreational programs, and experience developing partnerships with local and statewide business entities for the purpose of promoting environmental protection and restoration and recreation programs. Resumes of all personnel who will exercise a major administrative, policy or consultant role must be included.

Proposal Content:

Proposers should identify the methods to implement the proposed outreach program. The proposals should show how partner organizations will be identified and how partnerships will be developed. Contractor should submit a timeframe for the entire program including the development and approval of products, media negotiations and purchases,

deadline for completing the project, and submission of a written summary of the effectiveness of the outreach effort.

The following elements should be included in the proposal:

- Describe the overall concept of proposed program.
- How will your agency meet the needs and objectives of this RFP in a creative and innovative way?
- What is the frequency in which the target audience will be exposed to the Lake Tahoe license plate program and the projects it supports?
- Describe how you would effectively market the Lake Tahoe license plate to reach the targeted audience. Be specific in demonstrating the effective reach and target for each media vehicle associated with this proposal and detail how your agency determines this.
- Include a description of other related promotional opportunities associated with the outreach program.
- Describe how your agency would evaluate the overall effectiveness of the Lake Tahoe license plate outreach program.

Work Plan, Schedule and Cost Detail:

The proposer should develop a work plan and schedule for task completion. The work plan should identify each major task, necessary subtask, and/or specific milestones or work items by which progress can be measured and payments made.

The proposer should provide semi-annual progress reports in addition to regular reports on effectiveness of outreach activity using license plate sales and renewal data, Web traffic and efficacy of public relations, such as relationship and viewer numbers. See Exhibit D, Item 27 (Progress Reporting) for more details on the semi-annual progress reports.

The proposed costs of each task should be broken down and included in the work plan and work schedule. The cost detail should show the contract costs (maximum \$240,000).

Sample Cost Proposal Worksheet (Attachment 3) has been provided as a guide in preparing your cost proposal.

Keep the following in mind:

- The Cost Section must include an estimate of all labor, equipment, travel, materials and advertising expenses. Travel related expenses may not exceed the state travel reimbursement rate. For details, see the Department of General

Services (DGS) Travel Guide website at <http://sam.dgs.ca.gov/TOC/700/default.htm>. Prospective contractors must indicate any one-time costs and any services they expect the State to perform to complete the proposal. The total cost to the Conservancy under this contract cannot exceed \$240,000. The budget must include the average hourly rate of the proposing firm's principal(s) and/or the per task costs for lump sum deliverables.

- Due to budget constraints and in the spirit of fiscal responsibility, all in-person meetings shall be located within a 100-mile radius of Lake Tahoe, California, unless approved in advance by the Conservancy. Any travel required by the Conservancy staff in relation to the production of work outside of the 100-mile radius shall be paid for by the Contractor unless specifically authorized. These travel costs shall include airfare, rental car and overnight accommodations, if necessary.

3. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to the California Tahoe Conservancy by dates and times shown in Section D, Proposal Requirements and Information, Item 1) Key Action Dates. Proposals received after this date and time will not be considered.
- d) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. Two (2) additional proposal sets must be submitted with the original proposal set. All additional proposal sets may contain photocopies of the original package.
- e) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

CALIFORNIA TAHOE CONSERVANCY
CTA 14 015
LAKE TAHOE LICENSE PLATE OUTREACH & ADVERTISING SERVICES

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

- f) All proposals shall include the documents identified in Section F, Required Attachment Checklist (see page 13). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- g) Mail or deliver proposals to the following address:
- California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150
- h) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- i) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form 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.
- j) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- k) An individual who is authorized to bind the proposing firm contractually shall sign the **Attachment 2**, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- l) 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 as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- m) A proposer may withdraw their proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

- o) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- p) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- q) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- r) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- s) 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. The State's General Terms and Conditions are not negotiable.
- t) No oral understanding or agreement shall be binding on either party.

4. Evaluation Process

- a) 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.
- b) 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.
- c) Award, if made, will be to the highest scored responsible proposal.

5. Evaluation Criteria

The proposal will be evaluated based on the adequacy of the response to all the requirements of this RFP and must include all information specifically required in all sections of the RFP. Proposal format and minimum qualifications will be evaluated on a pass/fail basis. Proposals that meet the proposal format and minimum qualifications requirements will be judged on the following criteria (best value award):

EXPERIENCE AND PROFESSIONAL QUALIFICATIONS OF BIDDER'S PERSONNEL (100 POINTS POSSIBLE)

Proposals will be evaluated based on the Contractor's level of experience and background in performance of similar projects. Specialized experience of key personnel on similar projects will be considered essential. Familiarity with graphic design software, marketing strategies and communications tools that can be applied to disseminate information about the non-motorized recreation and environmental restoration programs and projects supported by the Lake Tahoe license plate is essential. The demonstrated ability to develop relationships with Lake Tahoe based businesses and agencies is required.

The prospective contractor must have the experience and capabilities to provide the services described.

- Has the proposer demonstrated knowledge and experience in developing promotional materials and public/private partnerships?
- Has the proposer demonstrated knowledge and experience in planning and marketing for a public awareness campaign?
- Does the proposer have knowledge in promoting, building awareness, and educating the public on the EIP accomplishments?
- Does the proposer's past experience include performing work of a similar nature and scope and knowledge of the expertise being sought?
- Is the proposer's past experience appropriate to qualify the proposer to perform these services?

PROPOSAL CONTENT (100 POINTS POSSIBLE)

Proposals will be evaluated based on the proposer's understanding of the scope of work, proposed project management, cost control and unique and creative approach to the marketing plan.

- Has the proposer addressed all objectives and products specified in the RFP?
- What is the level of creativity and effectiveness of the outreach plan?
- Does the proposal indicate that the prospective contractor is able to handle and resolve unanticipated complications and delays without interrupting the delivery of services?
- Does the proposal indicate that the prospective contractor has the time and resources to provide outlined services?
- Did the proposer allocate sufficient staff resources?
- Does the proposal indicate that the prospective contractor understands the agency's needs and objectives?

COST (100 POINTS POSSIBLE)

- Is the proposed budget appropriate to the services rendered?
- Is the average hourly rate of the principals reasonable?
- What are the benefits and values of the services and products to be provided relative to the contract cost?

6. Evaluation Standards

Proposals will be evaluated using the consensus process. A committee will evaluate each proposal and collectively agree on a score for each proposal using the **Evaluation Criteria Score Sheet Attachment 4**.

7. Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of the California Tahoe Conservancy for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the California Tahoe Conservancy and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) calendar days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Tahoe Conservancy a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses, which can be found on the Internet at www.dgs.ca.gov/contracts.

8. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

9. Agreement Execution and Performance

- a) Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

E) PREFERENCE PROGRAMS

- a) Small Business Preference - www.pd.dgs.ca.gov

Certified small businesses or microbusinesses can claim the five percent preference when submitting a bid on a state contract. The method used in determining the successful bidder for an RFP Secondary follows:

1. Calculate the "earned" score for all bidders.
 2. If the highest scored proposal is from a non-certified small business or microbusiness, then:
 1. Calculate five percent (5%) of the highest responsible bidder's total score.
 2. Add the amount of the calculated above to the score of each of the certified small business or microbusiness. This new amount is the total score.
 3. Award of the contract must go to the bidder with the highest point count.
- b) DVBE Requirements

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe. Select "DVBE Resource Packet" under "Quick Links".

A 3% DVBE compliance is required. The DVBE advertisements are waived (PCC Sect. 10115.2(b)(3))

F) REQUIRED ATTACHMENTS

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the proposal together with the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

Attachment Attachment Name/Description

- Attachment 1 Required Attachment Check List
- Attachment 2 Proposal/Proposer Certification Sheet
- Attachment 3 Cost Proposal Work Sheet
- Attachment 5 Proposer References (optional)
- Attachment 6 Disabled Veteran Business Enterprise Participation Forms and Instructions STD 840

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return Section D, Proposal Requirements and Information or the "Sample Agreement (STD-213)" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included _____ documentation demonstrating that I have met the participation goals. _____ (initial here)
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

| | | |
|--|--|---|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 3. Address | City | State Zip Code |
| 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 Certification and Resources (OSBCR) as: | | |
| a. California Small Business? No <input type="checkbox"/> Yes <input type="checkbox"/> <input type="checkbox"/> If yes, enter certification number: _____ | b. Disabled Veteran Business Enterprise No <input type="checkbox"/> Yes <input type="checkbox"/> If yes, enter your service code below: _____ | |
| NOTE: A copy of your Certification is required to be included if either of the above items is checked Date application was submitted to OSBCR, 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 OSBCR. |

ATTACHMENT 3

SAMPLE COST PROPOSAL WORKSHEET

| DIRECT LABOR | List | HOURS | RATE | TOTAL |
|--|--------------------------|--------------|-------------|--------------|
| Position Titles and Names | | | | |
| Program Manager | @ | | \$ | \$ |
| Account Personnel | @ | | \$ | \$ |
| Media Buyer | @ | | \$ | \$ |
| Other | @ | | \$ | \$ |
| \$ | | | | |
| INDIRECT COSTS | | | | |
| Consultant's Overhead and Fringe Benefits | | | | |
| Overhead | % | | \$ | \$ |
| Fringe Benefits | % | | \$ | \$ |
| \$ | | | | |
| TOTAL SUBCONTRACT EXPENSES (Itemize Type of Subcontracting Work and Total Cost. Attach Separate Cost Proposal for Each Subcontractor.) | | | | \$ |
| OTHER DIRECT COSTS (Except Labor) | | | | |
| | % of Direct Costs | | | Total |
| Advertising Production (Inclusive costs to produce advertisements) | % | | \$ | \$ |
| Gross Media Buys | | | | \$ |
| Outreach (including internet, collateral materials, etc.) | % | | \$ | \$ |
| Travel* | % | | \$ | \$ |
| Supplies | % | | \$ | \$ |
| Other Direct Costs (Except Labor) Itemize any expenses over \$500 on a separate attachment | % | | \$ | \$ |
| SUBTOTAL, DIRECT COSTS | OTHER | | \$ | \$ |
| | | | | |
| | % of Total Contract | | | |
| PROFIT | % | | | \$ |
| GRAND TOTAL | | | | \$ |

| Task (as outlined in Scope of Work)* | Labor | Other | Total |
|---|-------|-------|-------|
| The Lake Tahoe License Plate-Supported Projects, benefits, etc. | | | \$ |
| The Lake Tahoe Environmental Improvement Program (EIP) | | | \$ |
| Conservancy programs, projects, and accomplishments | | | \$ |
| Other | | | \$ |
| Grand Total | | | \$ |

*Please include detailed breakdowns of the sub-tasks and associated costs under each category.

ATTACHMENT 4

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS

| Technical Proposal Evaluation | Maximum Possible Score | Score | Match |
|--|-------------------------------|--------------|--------------|
| I. PROPOSER'S QUALIFICATIONS AND EXPERIENCE EVALUATION – 100 POINTS HOW ADEQUATE IS THE PROPOSER'S EXPERIENCE? | | | |
| 1. Has the proposer demonstrated knowledge and experience in developing promotional materials and public/private partnerships? | 20 pts | | |
| 2. Has the proposer demonstrated knowledge and experience in planning and marketing for a public awareness campaign? | 20 pts | | |
| 3. Does the proposer have knowledge in promoting, building awareness, and educating the public on the EIP accomplishments? | 20 pts | | |
| 4. Does the proposer's past experience include performing work of a similar nature and scope and knowledge of the expertise being sought? | 20 pts | | |
| 5. Is the proposer's past experience appropriate to qualify the proposer to perform these services? | 20 pts | | |
| SUBTOTAL – SECTION I | 100 PTS | | |
| NARRATIVE | | | |
| | | | |
| II. PROPOSER'S TECHNICAL PROPOSAL EVALUATION – 100 POINTS HOW ADEQUATE IS THE PROPOSER'S TECHNICAL PROPOSAL TO MEETING TECHNICAL PROPOSAL REQUIREMENTS AND SCOPE OF WORK? | | | |
| 1. Has the proposer addressed all objectives and products specified in the RFP? | 20 pts | | |
| 2. What is the level of creativity and effectiveness of the outreach plan? | 20 pts | | |
| 3. Does the proposal indicate that the prospective contractor is able to handle and resolve unanticipated complications and delays without interrupting the delivery of services? | 20 pts | | |
| 4. Does the proposal indicate that the prospective contractor understands the Conservancy needs and objectives? | 20 pts | | |

| | | | | |
|-------------------------------------|--|--|-------------------------|--|
| | 5. Does the proposal indicate that the prospective contractor has the time and resources to provide outlined services? | 10 pts | | |
| | 6. Did the proposer allocate sufficient staff resources? | 10 pts | | |
| | SUBTOTAL – SECTION II | 100 PTS | | |
| NARRATIVE | | | | |
| TOTAL FOR TECHNICAL PROPOSAL | | 200 PTS | | |
| III. COST | | | | |
| | 1. Is the proposed budget appropriate to the services rendered? | 30 pts | | |
| | 2. Is the average hourly rate of the principals reasonable? | 30 pts | | |
| | 3. What are the benefits and values of the services and products to be provided relative to the contract cost? | 40 pts | | |
| | SUBTOTAL- SECTION III | 100 pts | | |
| NARRATIVE | | | | |
| | | | | |
| | FINAL SCORES | MAXIMUM POSSIBLE | PROPOSER'S SCORE | |
| | TECHNICAL PROPOSAL SECTIONS I and II | 200 PTS | | |
| | COST PROPOSAL SECTION III | 100 PTS | | |
| | TOTAL SCORE | 300 PTS | | |
| | SMALL BUSINESS PREFERENCE POINTS* | 5 % of the highest responsible bidder's total score | | |
| | * If the highest scored proposal is from a non-certified small business or microbusiness, then 5 % of the highest responsible bidder's total score is given to each certified small business bidder. | | | |

Attachment 5

PROPOSER REFERENCES

Submission of this attachment is optional. Failure to complete and return this attachment with your proposal will not cause your proposal to be rejected and deemed nonresponsive.

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

| REFERENCE 1 | | |
|---------------------------------------|--------------------------|----------|
| Name of Firm | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Telephone Number | |
| Dates of Service | Value or Cost of Service | |
| Brief Description of Service Provided | | |
| | | |
| REFERENCE 2 | | |
| Name of Firm | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Telephone Number | |
| Dates of Service | Value or Cost of Service | |
| Brief Description of Service Provided | | |

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

REFERENCE 4

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

ATTACHMENT 6

State of California

California Tahoe Conservancy

DVBE Subcontractor/Supplier Acknowledgement

| | |
|---|--------------------------------|
| Name of Bidding Firm / Prime Contractor | CTC IFB or RFP Number: CTA- |
| Total Dollar Value of Subcontractor Use | CTC Bid Number: |

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

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 acknowledges to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

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

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

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

| | | |
|--|-----------------------------|--------------------------------|
| Name of Proposed Subcontractor/Supplier | | Date Signed |
| Signature of Subcontractor/Supplier Representative | Telephone Number () | E-mail Address (if applicable) |
| Printed / Typed Name | Title | |

| | |
|---------------------------|------|
| For State Use Only | |
| Information Verified by | Date |

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.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

CTA 14 015

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CALIFORNIA TAHOE CONSERVANCY

CONTRACTOR'S NAME

2. The term of this Agreement is: **10/01/14** through **10/01/16**
Or upon approval, whichever occurs later

3. The maximum amount of this Agreement is: **\$**

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

| | |
|--|-------------------|
| Exhibit A – Scope of Work | 4 page(s) |
| Exhibit A-1 Work Plan and Schedule | 7 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 3 page(s) |
| Exhibit B-1 Budget Details | 3 page(s) |
| Exhibit C* – General Terms and Conditions | GTC-610 4 page(s) |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 7 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | None |
| CCC-307 (Contractor Certification Clauses) | 4 page(s) |

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

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA TAHOE CONSERVANCY

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

PATRICK WRIGHT, EXECUTIVE DIRECTOR

ADDRESS

1061 THIRD STREET, SOUTH LAKE TAHOE, CA 96150

California Department of General Services Use Only

Exempt per:

EXHIBIT A
SCOPE OF WORK

CTA 14 015
Lake Tahoe License Plate Outreach

The State of California, acting by and through the California Tahoe Conservancy (the "Conservancy"), and the "Contractor", hereby agrees as follows:

1. Scope of Work

2. Cost and Payment

As compensation for the satisfactory performance of the work described in the section entitled Scope of Work, the Conservancy agrees to pay Contractor a sum not to exceed **Two Hundred Forty Thousand Dollars (\$240,000)**.

3. Payment Schedule

Payments shall be made on a lump sum basis upon final completion of the work and acceptance of the work by the Conservancy. Upon completion, contractor shall submit a fully executed invoice or "Request for Disbursement" which shall contain:

- the Contractor's name and address;
- the number of this Agreement;
- the date of submittal of the request;
- the name of the project(s)
- the amounts and documentation of all expenditures;
- the period during which the invoiced work was performed; and
- the signature of an official authorized by Contractor to sign such invoices.

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

4. Term of Agreement

This Agreement shall take effect when one or more original completed copies have been signed by the authorized representatives of both parties, and approval by the State Department of General Services, if required (the "effective date"). The term of the Agreement shall run from the effective date through October 1, 2016. The term of this agreement may be extended for an additional one year term upon mutual agreement of the parties hereto and approval by the Department of General Services, Office of Legal Services, if required.

5. Project Coordinator

All actions and approvals required to be taken by the Conservancy under this Agreement shall be taken by the Executive Director of the Conservancy or his designee. Victoria Ortiz (or other such persons as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for any problems or questions which may arise concerning the implementation of this Agreement. Other such persons as the Contractor may designate from time to time is designated the Contractor's Project Coordinator.

6. Licenses and Permits

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

Contractors located within the State of California shall meet all terms and conditions for operating a business in the city/county in which the business is headquartered. Contractors which are corporations located within the State of California may submit a copy of the incorporation documents/letter issued by the Secretary of State. Contractors located outside the State of California shall meet all terms and conditions for operating a business in the state, province, or country in which it is headquartered, and shall submit an affidavit to show that the business is in good standing in that state, province, or country.

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

7. Subcontracting

The Contractor may subcontract services to qualified firms or individuals with required expertise. The selection of such subcontractors and the terms of all subcontracts shall comply with all applicable State and Federal laws governing contracting and shall be subject to the prior written approval of the Executive Officer of the Conservancy or his designee. All such subcontracts by Contractor shall be consistent with the terms of this Agreement.

8. Waiver of Claims

The Contractor waives any and all rights to any type of express or implied indemnity or right to contribution from the State of California and the California Tahoe Conservancy, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

9. General Liability Insurance

The Contractor shall maintain commercial general liability insurance with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence, worker's compensation insurance, and any other insurance the Conservancy deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the Conservancy. Upon request by the Conservancy, the Contractor may be required to have the Conservancy shown as an "additional insured" on selected policies.

In the event Contractor is required to provide a certificate of insurance naming the Conservancy as an additional insured, the certificate will provide:

- (a) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Conservancy.
- (b) That the State and the Conservancy, its officers, agents and employees are included as additional insureds, insofar as the operations under the contract are concerned.
- (c) That the State and the Conservancy will not be responsible for any premiums or assessments on the policy.

- (d) The bodily injury liability insurance herein provided for shall be in effect at all times during the term of the contract. In the event said insurance coverage expires at any time or times during the time of the contract, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than six (6) months. New certificates of insurance are subject to the approval of the State of California, Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, Conservancy may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

10. Workers Compensation Insurance

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to employees in accordance with the provisions of Section 3700 of the Labor Code. At the time of execution of this Agreement and prior to the commencement of work, the Contractor shall provide the Conservancy with either a certificate of insurance issued by an insurance carrier licensed to write Worker's Compensation Insurance in the State of California, including the name of the carrier and the date of expiration of the insurance, or a certificate of consent to self-insure issued by the Director of the Department of Industrial Relations.

11. Resolution of Disputes

In the event of any dispute arising out of this Agreement, the Contractor shall file a "Notice of Dispute" with the Executive Officer of the Conservancy within ten (10) working days of discovery of the problem. Within ten (10) working days of such notification, the Executive Director shall meet with a representative of the Contractor and the Conservancy's Program Coordinator for the purpose of resolving the dispute. If the Executive Director is unable to resolve the dispute to the Contractor's satisfaction, the matter shall be referred to the Conservancy's governing board for its decision. If, following review by the Conservancy's governing board, the dispute cannot be resolved to the Contractor's satisfaction, the Contractor may process any claims arising there-from against the Conservancy pursuant to Government Code Section 900 et seq.

12. Early Termination

Either party may indicate its intent to terminate the obligations under this Agreement by providing the other party with thirty (30) days notice in writing.

In the event of termination by the Conservancy, the Contractor agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancelable (binding) obligations incurred by the Contractor in the performance of its obligations under this Agreement until the date of actual termination. In the event of early termination by the Contractor, the Conservancy may proceed with the work in any manner deemed proper by the Conservancy. All costs to the Conservancy shall be deducted from any sum due to the Contractor.

13. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the Conservancy's operation which are designated confidential by the Conservancy and made available to Contractor in order to carry out this Agreement, or which become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Conservancy. The identification of all such confidential data and information as well as the Conservancy's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Conservancy in writing to Contractor. If the methods and procedures employed by the

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

14. Rights in Data

All documentation, reports, studies, charts, records and other material originated or prepared by Contractor pursuant to this Agreement, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the Conservancy.

15. Section and Paragraph Headings

The headings and captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement, and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

16. Contractor Evaluation

Within thirty (30) days of completion of all work described in the "Scope of Agreement", the Contractor shall be evaluated by the Conservancy's Project Coordinator. The evaluation shall be kept with the contract records at the Conservancy and a copy shall be sent to the Department of General Services' Legal Office. The evaluation shall be made available to the Contractor upon request.

17. Authority

The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement. The signature of the Executive Director of the Conservancy on this agreement certifies that the execution of this agreement is consistent with the authority delegated to the Executive Director under Resolution Number 14-07-05 adopted July 17, 2014

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Conservancy shall have the obligation to notify the Contractor in writing of such event and shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement beyond payment for services provided up to the date of said written notification and Contractor shall not be obligated to perform any provisions of this Agreement.

Funding for subsequent years will need to be approved by the State Budget Act and authorized by the California Tahoe Conservancy Governing Board. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Conservancy shall have the obligation to notify the Contractor in writing of such event and shall have the option to either cancel this Agreement with no liability occurring to the Conservancy beyond payment for services provided up to the date of said written notification or to offer an agreement amendment to Contractor to reflect the reduced amount subject to approval by Contractor.

2. PROMPT PAYMENT CLAUSE

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

3. INDIRECT COST, ADMINISTRATION AND OVERHEAD

Hourly rate payments for direct labor made to the Contractor under this Agreement are inclusive of all costs such as direct labor, operating overhead, subcontracting services, all taxes, fees, bonds and insurance. The Contractor shall not receive additional compensation for reimbursement of such costs. Any services not included in the budget will not be reimbursed.

4. OVERPAYMENT PROVISION

If it is determined that an overpayment has been made to the Contractor, the Conservancy will seek recovery immediately upon discovery of overpayment by (a) written request to the Contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice; or (b) offset subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the notice.

5. WITHHOLD PROVISION

Not less than 10 percent (10%) of the contract amount shall be withheld pending final completion of the Agreement. The only payments not subject to the 10 percent (10%) withhold are payments made to subcontractors, where Contractor withholds 10 percent from its payment to subcontractors.

Upon substantial completion of the specific tasks or subtasks, the amounts withheld may be reduced by the Conservancy to not less than five percent (5%). The remaining amounts withheld shall be disbursed upon (1) Contractor's satisfactory completion of the Project and submittal of a Final Report and a fully executed final invoice; and (2) final evaluation of Contractor's performance by the Conservancy's contract representative.

6. TRAVEL REIMBURSEMENT

The Conservancy agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The Contractor shall be reimbursed at state rates. Travel expenditures will be reimbursed at the state rate in accordance with current Department of Personnel Administration (DPA), provisions related to DPA Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on State of California Travel Expense Claim Form STD. 262 or an alternative form approved by the Conservancy.

The Conservancy will NOT reimburse out-of-state travel without PRIOR written authorization from the Conservancy. Any invoice submitted without the required travel expenditure documentation may be returned to the Contractor for further processing. Failure of the Contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude the Conservancy from approving and reimbursing travel expenses.

DPA travel rate provisions and the required travel expense claim form are accessible at the following Web site addressed:

- <http://www.dpa.ca.gov/jobinfo/Short-TermTravel/Excluded.shtm> (DPA Rules for Excluded Employees)
- <http://www.dpa.ca.gov/jobinfo/statetravel.shtm> (DPA Provisions)
- <http://www.documents.dgs.ca.gov/osp/pdf/std262.pdf> (Travel Expense Claim Form)

7. JURISDICTION AND VENUE

By executing the Agreement, Contractor acknowledges and specifically agrees that the jurisdiction for any action will be the Superior Court for the State of California. The venue for any action will be the Superior Court for Sacramento County, California. As consideration for entering into the Agreement, Contractor waives access to any other court that may have concurrent jurisdiction inside or outside of

California, and also agrees to exhaust all remedies provided for in the Agreement prior to instituting any litigation relating to the Agreement.

8. INVOICE PROCEDURE:

Payments shall be made in arrears, upon Contractor's submittal to the Conservancy of a fully executed invoice or "Request for Disbursement" which shall contain:

- the Contractor's name and address;
- the number of this Agreement;
- the date of submittal of the request;
- the period during which the invoiced work was performed; and
- the signature of an official authorized by Contractor to sign such invoices.

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

The Conservancy reserves the right to request from the Contractor a breakdown of costs associated with the rates for professional services, including direct salary, overhead and indirect costs and profit.

The Contractor shall be solely responsible for the payment of all federal, state or local income tax, social security tax, workers compensation insurance, state disability insurance and any other taxes or insurance which contractor responsible for paying as an independent contractor under federal, state or local law.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: 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. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. OWNERSHIP OF DATA: The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. State data provided to contractor or generated by pursuant to this agreement, in all forms, is the property of the State of California and copyrights, trademarks, service-marks, or patents will not be filed by Contractor that infringe on the exclusive ownership by the State.

2. RIGHTS IN DATA: All deliverables as defined in the Scope of Work originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project, developed during the course of this Agreement by the contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of the State.

Pursuant to this Agreement, all preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

3. MATERIAL OWNERSHIP: The Contractor, by signing this Agreement, expressly grants to the Conservancy the rights to all copyrightable material, including but not limited to, works of art and original work of authorship first produced, composed or authored in the performance of this Agreement, a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display such copyrightable material. Contractor, by signing this Agreement, expressly conveys to the Conservancy all ownership of the master copies of the physical embodiments of the works of art and authorship produced under this Agreement.

Contractor agrees it does not reserve any rights to these master copies. Contractor shall obtain these same rights for the Conservancy from all subcontractors and others who produce copyrightable material, works of art, or works of authorship under this Agreement. Contractor shall incorporate these paragraphs, modified appropriately, into its Agreements with subcontractors. No subcontract shall be entered into without these rights being conveyed to Conservancy by the Contractor. All products produced by the Contractor or subcontractors and delivered to Conservancy pursuant to the Agreement shall become the exclusive property of Conservancy and may be copyrighted by Conservancy and shall be released to Conservancy by the Contractor and / or subcontractors, unless otherwise stipulated, in writing, by the appropriate Contract representative.

4. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, **excepting bona fide employees or bona fide established commercial or selling agencies**

maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder.

The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. FORCE MAJEURE: Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control and without the fault or negligence of the offending party. Such acts shall include but shall not be limited to acts of god, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, government statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if the cause of the default is beyond the control of both Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

7. FOLLOW-ON CONTRACTS: (Public Contract Code 10365.5)

(a) No person, firm or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, otherwise deemed appropriate in the end product of the consulting services contract.

(b) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than ten percent (10%) of the total monetary value of the consulting services contract.

8. PROGRESS PAYMENTS: (Public Contract Code 10379): The Conservancy may make progress payments to Contractor for work performed or costs incurred in the performance of the contract. Not less than ten percent (10%) of the contract amount may be withheld pending final completion of the contract and an evaluation of the Contractor's performance. However, if the contract consists of the performance of separate and distinct task, then any funds so withheld with regard to a particular task may be paid upon completion of that task and evaluation of the Contractor's performance.

9. QUALITY AND FINANCIAL AUDITS: During and for three years after the term of this Agreement, or until the final payment under this Agreement, whichever is later, the Contractor agrees that the State, its authorized representatives, and such consultants and specialists as needed, as well as the State Auditor, will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the applicable state agencies or their representatives, consultants, and specialists with any requested information connected with performance of this agreement and shall permit the agencies or their representatives, consultants, and specialists access to its premises upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be under investigation. If an audit, review, examination or California Tahoe Conservancy evaluation is commenced during the time specified herein, Contractor shall continue to provide access as specified above until the audit, review, examination or evaluation is completed. The State may make periodic audits and review, examinations or evaluations at its expense regarding the Contractor's performance under this Agreement, including but not limited to the quality of the services rendered pursuant to this agreement. The State may also audit and examine records and accounts, which pertain, directly or indirectly, to the Contractor (including its parent corporation).

The Contractor shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of the Contract, or with the administration of the Contractor. Audits, review, examinations or evaluations may be undertaken directly by the State, or by the Office of the State Auditor, or by third parties engaged by the State, including accountants, consultants and physicians. The Contractor shall cooperate fully with the State or any such third party in connection with such audit, review, examination or evaluation. All adjustments, payments, and/or reimbursements determined to be necessary by an audit, review, examination or evaluation shall be made promptly by the appropriate party. The Contractor shall have the opportunity, prior to the release of the audit, review, examination or evaluation report, to review the draft and to include in the report its responses to issues raised by the report.

10. COMPLIANCE WITH LAW AND REGULATIONS: It is expressly understood and agreed that the Contractor, and its subcontractor(s) shall comply with all applicable laws, ordinances, regulations, and permit requirements of the State of California and all policies of the Conservancy for all work performed under this Agreement. Contractor, by signing this Agreement, certifies compliance and the compliance of all subcontractors with: (a) applicable California Environmental Quality Act requirements prior to start of work; (b) Nondiscrimination Program requirements of Government Code §12990 (a-f) and Title 2 CCR, § 8103 (and § 8113 in contracts over \$5,000) along with § 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code § 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code § 10296; (e) Workers' Compensation requirement of Labor Code § 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 USC § 12101 et seq. The Contractor shall include the signing under penalty of perjury requirement of all clauses in all subcontracts to perform work under this Agreement.

11. ENTIRE AGREEMENT/INCORPORATED DOCUMENTS/ORDER OF PRECEDENCE: This Agreement contains all representations and the entire understanding between the parties hereto with respect to the subject matter thereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement. This Agreement shall consist of the terms of this Agreement, and all attached documents, which are expressly incorporated herein. In addition to those documents, which are incorporated elsewhere in this Agreement, the following documents are, by this reference, also incorporated herein.

12. KEY PERSONNEL: Contractor shall provide a resume for each member of the Contractor's staff who will exercise a significant administrative, policy, or consulting role in carrying out the Contractor's responsibilities pursuant to this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Key Personnel". The Contractor shall not substitute, replace or reassign Key Personnel without the State's prior approval. However, with the State's prior approval, the parties may agree in writing to a change in these Key Personnel, which writing shall become part of this Agreement.

13. CHANGES IN CONTROL, ORGANIZATION OR KEY PERSONNEL: The Contractor shall promptly, and in any case within five (5) calendar days, notify the State in writing: 1) if any of the Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; 2) of any change in the Contractor's staff who exercise a significant administrative, policy, or consulting role under the Agreement, including without limitation the Key Personnel; 3) of any change in the majority ownership, control, or business structure of the Contractor; or 4) of any other material change in the Contractor's business, partnership, or corporate organization. All written notices from the Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within the contractor's personnel or organization under the same criteria as was used by the State in its award of this Agreement to the Contractor. The Contractor agrees to promptly provide the State with such additional information as the State may request.

14. LEGAL PROCEEDINGS: Except as specifically disclosed in writing to the State by the Contractor prior to the date hereof, and approved by the State in writing, the Contractor certifies that there are no suits, investigations, or other proceedings pending or threatened against the Contractor which would have an effect on the Contractor's ability to perform under this Agreement.

15. OUTSIDE SERVICES: It is understood and agreed that, at its discretion, the State reserves the right to obtain media services outside the terms of this Agreement.

16. PUBLICITY: The Contractor shall issue no publicity release or announcement concerning this Agreement or the transactions contemplated herein without advance written approval by the State.

17. PENALTIES: Failure by the Contractor to provide the proposed level of RFP bonus media match during the term of the contract will result in a 10% penalty assessed against the contract funds due. The penalty shall be calculated as "total value of RFP Bonus media proposed x ten percent (10%)". This amount will be deducted from the contract payments due to the Contractor.

18. RENEWAL OPTION: Subject to available funding and satisfactory performance, the State shall have the option of renewing this Agreement for an additional year and on the same terms and conditions. However, the total duration of this Agreement, including the exercise of any option(s) under this clause, shall not exceed three (3) years. The same terms and conditions will apply each year as specified herein.

The contract will also include an option to increase the contract amount of up to thirty percent (30%).

19. PERMITS AND LICENSES: The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

20. TAXES: The State is exempt from federal excise taxes and shall not make any payment for any personal property taxes levied on the Contractor or any taxes levied on employee wages. The only taxes the State will pay on the services rendered pursuant to this Agreement are state and local sales or use taxes.

21. TERMINATION FOR INSOLVENCY: Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, The State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing.

22. TITLES/SECTION HEADINGS: Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

23. NOTICE OF PROCEEDINGS: The Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving the contractor, or any Key Personnel, commenced by any regulatory agency which proceeding is not conducted in the ordinary course of the Contractor's business.

24. WAIVERS: No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

25. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE): DVBE requirements are associated with this contract. DVBE requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe.

26. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT: It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State and/or by the United States Government for the Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the State or Congress do not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The Conservancy has the option to void the contract under the thirty (30)-day cancellation clause or to amend the contract to reflect any reduction of funds.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

All costs approved on this budget must meet the tests of necessity, reasonableness, allowability and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Contractor is responsible to insure proper management and financial accountability of the funds to preclude cost disallowances. In the event Grantee's actions or failure to provide auditable records of project costs which result in a disallowance Contractor shall immediately refund all payments that were subject to such disallowance.

27. PROGRESS REPORTING:

Contractor agrees to provide the Conservancy with semi-annual progress reports.

- A. Semi-annual Progress Reports. Contractor agrees to submit progress reports to the Conservancy's representative within thirty (30) days after the end of each reporting period, according to the following schedule:

| Reporting Period | Report Due Date |
|---------------------------|------------------------|
| July thru December | January 30th |
| January thru June | July 30th |

These reports shall provide the information requested below.

- (1) Describe the work accomplished during the reporting period. Activities, (tasks, subtasks, outputs, objectives, milestones, etc...)
 - a. Brief statements covering work status, work progress, preliminary results, and evaluations made during the reporting period, including a comparison of actual accomplishments with the goals and objectives for the quarter.
 - b. Please also explain in this section any delays or other problems (if any) encountered during this reporting period for each activity and describe the corrective measures that are planned to remedy the issue.
- (2) A discussion of any absence or changes of key personnel involved in the project.
- (3) A discussion of expenditures to date along with a comparison of the percentage of the task completed to the project schedule, and an explanation of any costs, which are higher than, originally estimated. (Provide a general discussion about the expenditures; specific detail is required for Invoicing).
- (4) List of deliverables or work products completed during the reporting period and provide as attachments.
- (5) Expected or planned activity for the next quarterly reporting period with estimated dates for completion.

28. OBLIGATIONS TO SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the Conservancy and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder.

The Contractor agrees to be as fully responsible to the Conservancy for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Conservancy's obligation to make payments to Contractor. As a result, the Conservancy shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

29. EQUIPMENT: Title to equipment purchased or built from Conservancy funds will vest in the Conservancy unless otherwise specified. Upon termination of this Agreement, the Conservancy may:

- (A) Request that such equipment be returned to the Conservancy with costs incurred by the Contractor for such return being reimbursed by Conservancy.
- (B) Authorize the continued use of such equipment for work to be performed for Conservancy under a different agreement.

The Conservancy may, at its option:

- (A) Repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the Conservancy or
- (B) Require the Contractor to repair or replace any damaged, lost or stolen equipment to the satisfaction of the Conservancy, with no expense to the Conservancy.

In the event of theft, a police report must be filed immediately in accordance with State Administrative Manual, Section 2625, and the Conservancy must be notified of such theft.

The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or build with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number and model identification and any other descriptive information necessary to identify said equipment. Said inventory records shall also include the location or section to which each said piece of equipment is assigned.

Non-expendable equipment so inventoried shall be those items which have a normal life expectancy of four (4) years or more and an approximate unit cost of Five thousand dollars (\$5,000) or more. In addition, theft-sensitive items of equipment costing less than Five thousand dollars (\$5,000) shall also be inventoried. A copy of the inventory record shall be submitted to the Conservancy upon request by the Conservancy.

30. STATE AND CONSERVANCY: For the purposes of this agreement the term "State" and the term "Conservancy" shall be synonymous.