

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section

Contract Services Unit

P.O. Box 942898

Sacramento, CA 94298-0001

(916) 843-3610

(800) 735-2929 (TT/TDD)

(800) 735-2922 (Voice)



August 25, 2010

File No.: 076.A12460.10C015000

Notice to Prospective Bidders

The Department of California Highway Patrol (CHP) invites prospective bidders to review and respond to the attached Invitation for Bids (IFB) Number 10C015000 entitled, "CHP – Public Relations and Media Campaign Services for the CHP Office of Media Relations." When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) that may be viewed and downloaded at this Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If any prospective bidder lacks Internet access, a hard copy of these items can be obtained by contacting the person signing this letter.

If a discrepancy occurs between the information in the advertisement appearing in the Department of General Services, Bidsync website and the information herein, the information in this notice and in the attached IFB shall take precedence.

I. Bid Due Date

Regardless of postmark or method of delivery, the Department of California Highway Patrol, Contract Services Unit must receive bid packages no later than **2:00 p.m. on September 8, 2010**. Refer to the attached IFB for detailed submission requirements.

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

The DVBE participation requirement has been waived for this solicitation. Bidders who opt to provide DVBE participation are eligible to receive DVBE Incentive. For more information regarding this option, see section M of the IFB entitled "Preference and Incentive Programs."

III. Funding Limit

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

Prospective Bidders
Page 2
August 25, 2010

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

IV. Bidder Questions

In the opinion of the CHP, this Invitation for Bids is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, put all inquiries in writing and route them to CHP according to the instructions in section D of the IFB entitled "Bidder Questions."

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

Sincerely,

TESSA GOMEZ
Contract Analyst

Enclosures



Invitation for Bids 10C015000

CHP – Office of Media Relations –
Public Relations and Media Campaign Services

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001

DO NOT SUBMIT PROPOSALS TO THE ADDRESS ABOVE

Table of Contents

A. Purpose and Description of Services 1

B. Time Schedule 1

C. Agreement Term 1

D. Bidder Questions 1

 1. What to include in an inquiry..... 2

 2. Question deadline 2

 3. How to submit questions..... 2

 4. Verbal questions 3

E. Pre-Bid Conference 3

F. Reasonable Accommodations..... 3

G. Scope of Work 4

H. Qualification Requirements..... 4

I. Bid Format and Content Requirements 5

 1. General instructions 5

 2. Bid format requirements..... 5

 3. Bid content requirements 5

 4. Required attachments/documentation..... 6

J. Submission of Bids 7

 1. Submission instructions 7

 2. Proof of timely receipt 8

 3. Bidder costs 8

K. Bid Opening 9

L. Bid Requirements and Information 9

 1. Non-responsive bids 9

 2. Bid modifications after submission 9

 3. Bid mistakes..... 10

 4. Withdrawal and/or resubmission of bids..... 10

 a. Withdrawal deadline 10

 b. Submitting a withdrawal request..... 10

 c. Resubmitting a bid package 11

 5. Evaluation and selection..... 11

 6. Agreement award and protests..... 11

 a. Agreement award..... 11

 b. Settlement of tie bids 11

 c. Protests 12

 1) Who can protest..... 12

- 2) Grounds for protests 12
 - 3) Protest time lines..... 12
 - 4) Submitting a protest 12
 - 7. Disposition of bids..... 13
 - 8. Inspecting or obtaining copies of bids 13
 - a. Who can inspect or copy bid materials..... 13
 - b. What can be inspected/copied and when 13
 - c. Inspecting or obtaining copies of bid materials 14
 - 9. Verification of bidder information 14
 - 10. CHP rights..... 14
 - a. IFB corrections 14
 - b. Collecting information from bidders 15
 - c. Immaterial bid defects..... 15
 - d. Correction of clerical or mathematical errors..... 15
 - e. Right to remedy errors 16
 - f. No agreement award or IFB cancellation 16
 - g. Agreement amendments after award 16
- M. Preference and Incentive Programs 16
 - 1. Small/Micro Business Preference (preference not to exceed \$50,000)..... 16
 - 2. Non-Small Business Subcontractor Preference (preference not to exceed \$50,000) 17
 - 3. Disabled Veteran Business Enterprise (DVBE) Incentive 18
 - 4. Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed \$50,000) 18
- N. Agreement Terms and Conditions..... 18
 - 1. Sample agreement forms/exhibits 19
 - 2. Unanticipated tasks..... 19
 - 3. Resolution of differences between IFB and agreement language 19

Required Attachments

Attachment #	Attachment Name
Attachment 1	Bid Form
Attachment 2	Required Attachment/Certification Checklist
Attachment 3	Bid Evaluation Form
Attachment 4	Client References
Attachment 5	CCC 307 – Contractor Certification Clauses
Attachment 6	Darfur Contracting Act
Attachment 7	Std. 204, Payee Data Record
Attachment 8	CHP 78V, Conflict of Interest & Confidentiality Statement - Vendor
Attachment 9	California Disabled Veteran Business Enterprise (DVBE) Program Requirements; and Std. 843, Disabled Veteran Business Enterprise Declarations (Attachment 9a)
Attachment 10	Non-Small Business Subcontractor Preference Instructions and Small Business Subcontractor/Supplier Acknowledgment (Attachment 10a)
Attachment 11	GSPD-05-105, Bidder Declaration

Sample Agreement Forms/Exhibits

Form/Exhibit Title	Form/Exhibit Name
Std. 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 610). <i>View or download at this Internet site:</i> http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
Exhibit D	Special Terms and Conditions
Attachment 1	CHP 82 – Non-State Employee Expense Claim

A. Purpose and Description of Services

The Department of California Highway Patrol (CHP), Office of Media Relations is soliciting bids for developing, implementing, managing, and evaluating a variety of traffic safety and recruitment related projects. These projects will involve the efforts of a full-service professional agency that can manage and develop public relations campaigns, media relations, and advertising services in support of the CHP's overall mission to reduce traffic collisions, related fatalities and injuries statewide, as well as, promote recruitment for the positions of Cadet and Public Service Dispatchers. Bids must address all of the services described in section G of this IFB, entitled "Scope of Work," including those terms in the referenced exhibits.

The CHP intends to make a single agreement award to the responsive and responsible firm offering the lowest bid. This IFB is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	Date	Time (If applicable)
IFB Released	August 25, 2010	
Questions Due	September 1, 2010	5:00 P.M.
Bid Due Date	September 8, 2010	2:00 P.M.
Bid Opening	September 9, 2010	10:00 A.M.
Proposed Start Date of Agreement	December 1, 2010	

C. Agreement Term

The term of the resulting agreement is expected to be for (22) twenty-two months and is anticipated to be effective from December 1, 2010 through September 30, 2012. The agreement term may change if CHP makes an award earlier than expected or if CHP cannot execute the agreement in a timely manner due to unforeseen delays. CHP reserves the right to extend the term of the resulting agreement as necessary to complete or continue the services. Agreement extensions are subject to satisfactory performance, funding availability, and possibly approval by Department of General Services (DGS).

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

D. Bidder Questions

Bidders shall immediately notify CHP if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. Put the inquiry in writing and transmit to CHP as instructed below. At its discretion, CHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

Bidders that fail to report a known or suspected problem with this IFB and/or any accompanying materials or fail to seek clarification and/or correction of this IFB and/or any accompanying materials shall submit a bid at their own risk. In addition, if awarded the agreement, the successful bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

If an inquiry appears to be unique to a single firm or is marked "Confidential," CHP will mail, email, or fax a response only to the inquirer if CHP concurs with the bidder's claim that the inquiry is sensitive or proprietary in nature. If CHP does not concur, the inquiry will be answered in the manner described herein and the bidder will be so notified. Inquiries and/or responses that CHP agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

1. What to include in an inquiry

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

A bidder that desires clarification about specific IFB requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a bid may submit individual questions that are marked "Confidential." The bidder must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. Question deadline

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

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

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

3. How to submit questions

Submit questions or inquiries using one of the following methods.

U.S. Mail:	Hand Delivery or Overnight Express:
Questions IFB 10C015000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez P.O. Box 942898 Sacramento, CA 94298-0001	Questions IFB 10C015000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez 601 North 7th Street Sacramento, CA 95605 Phone: (916) 843-3610
Fax:	E-mail:
Questions IFB 10C015000 Department of California Highway Patrol Contract Services Unit Ms. Tessa Gomez Fax: (916) 322-3166	Questions IFB 10C015000 tegomez@chp.ca.gov

Bidders submitting inquiries by fax are responsible for confirming the receipt of all faxed materials by the question deadline.

Call CHP at (916) 843-3610 to confirm fax transmissions.

Bidder warning: CHP internal processing of mail may add 48 hours or more to the delivery time. If questions are mailed, consider using certified or registered mail and request a receipt upon delivery.

4. Verbal questions

CHP reserves the right not to accept or respond to verbal questions and inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CHP unless later confirmed in writing.** Any additional requirements shall be issued in the form of an addendum to all potential bidders.

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

E. Pre-Bid Conference

CHP will not hold a Pre-Bid Conference for this IFB.

F. Reasonable Accommodations

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

Ms. Tessa Gomez
 Business Services Section/Contract Services Unit
 Telephone number (916) 843-3610
 (TTY) - California Relay telephone number 1-800-735-2929

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

G. Scope of Work

See Exhibit A entitled, "Scope of Work" that is included in the Sample Agreement Forms/Exhibits section of this IFB. Exhibit A contains a detailed description of the services and work to be performed as a result of this IFB.

H. Qualification Requirements

Failure to meet the following requirements by the bid due date will be grounds for CHP to deem a bidder non-responsive. In submitting a bid, each bidder must certify that it possesses the following qualification requirements.

1. The bidder shall have a principal place of business located within a 100-mile radius of CHP headquarters located at 601 North 7th Street, Sacramento, CA 95811. The CHP shall make an on-site inspection prior to the award of the contract to confirm the location and the availability of resources necessary to satisfactorily perform this contract. Under the proposed agreement, all meetings regarding services shall be held at CHP Headquarters, or at a place designated by the CHP Contract Administrator, or designee. Contractor's travel to CHP Headquarters, or the designated location, for said meetings will be at the Contractor's expense.
2. Bidder shall submit the names and resumes listing work experience, copies of certificates (if any) of all personnel (professional, managerial or supervisory) that will exercise a major administrative, policy, or consulting role in carrying out the project work. To the extent possible, resumes should not include personal information such as a social security number, home address, home telephone number, marital status, sex, birth date, age, etc. Additionally, bidder shall submit a listing of all personnel billable hourly rates. Failure to submit stated items shall render your bid non-responsive.
3. The bidder shall have a minimum of three (3) years of verifiable experience through documentation in purchasing media.
4. The bidder shall provide a minimum of three (3) references of comparable size to CHP for which the bidder has provided a similar range of program research, development, management, and evaluation. References shall be contacted by CHP as part of the evaluation of each proposal. Negative responses from identified references may result in the disqualification of a submitted bid.
5. The bidder shall submit with their bid a 30 second PSA on the traffic safety issue of senior drivers. The sample shall convey how the bidder would communicate to seniors statewide safe driving and the necessity to assess driving abilities as we age. Failure to submit the sample as outlined will deem the bidder as non-responsive.
6. Bidders must certify their willingness to comply with all terms and conditions addressed in section N of this IFB, entitled "Agreement Terms and Conditions," including those terms in the referenced exhibits.
7. **(Corporations)** Corporations must certify they are in good standing and qualified to conduct business in California.
8. **(Nonprofit Organizations)** Non-profit organizations must certify they are eligible to claim nonprofit status.

9. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.
10. Before agreement execution, the winning bidder must supply proof of liability insurance that meets the requirements in Exhibit E entitled “Additional Provisions” that is included in the Sample Agreement Forms/Exhibits section of this IFB.

I. Bid Format and Content Requirements

1. General instructions

- a. Each individual or firm may submit only one (1) bid. For the purposes of this paragraph, “firm” includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, CHP will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. Agreement increases will not be allowed due to poor examination of work sites and/or specifications.
- d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

- a. Submit one (1) original bid package. Bid must be complete with a copy of all required attachments and documentation.
- b. Bind bid package with a single staple in the upper left-hand corner.
- c. Sign applicable IFB attachments/forms in ink, preferably in a color other than black. Have a person who is authorized to bind the bidding firm sign each form that requires a signature. **Signature stamps are not acceptable.** Unsigned bids may be rejected.

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions.

When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. **Unless otherwise indicated, do not submit supplemental information or other materials that CHP has not requested.**

Complete and assemble the following items. After completing and signing the applicable attachments, assemble all items in the order shown below and place them in a **sealed** envelope.

4. Required attachments/documentation

Attachment/Documentation	Instructions
1 - Bid Form	Complete this form entirely. Do not submit supplemental cost or rate sheets. Any corrections or changes to the dollar amounts entered on the Bid Form after the amounts are originally inserted must be initialed in ink by the bidder.
2 - Required Attachment/Certification Checklist	<p>Check each item with “Yes” or “N/A,” as applicable, and sign the form. If necessary, explain the choices on a separate sheet of paper.</p> <p>If a bidder marks “Yes” or “N/A” and attaches an explanation to the checklist to clarify their choice, CHP considers this a “qualified response.” Any “qualified response,” determined by CHP to be unsatisfactory or insufficient to meet a requirement, may cause a bid to be deemed non-responsive.</p>
3 - Bid Evaluation Form	This form is to be completed by the CHP employees performing the bid opening and is not required to be returned.
4 - Client References	Identify three (3) clients serviced within the past five (5) years that can confirm their satisfaction with the bidder’s services. If possible, identify clients whose needs were similar in scope and nature to the services sought in this IFB. List the most recent first.
5 - CCC-307 Contractor Certification Clauses	Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses (CCC) appearing in this attachment.
6 - Darfur Contracting Act	All bidders must complete this form. Read the form and select the one (1) option that is appropriate for the bidder. If bidder selects option 2, a copy of the written permission from DGS must be included. If bidder selects option 3, the certification must be completed.
7 - Std. 204, Payee Data Record	Complete and return this form.
8 - CHP 78V, Conflict of Interest & Confidentiality Statement – Vendor	Read the statement and complete and sign the bottom of the form indicating willingness and ability to comply with the statement.
9a - Std. 843, Disabled Veteran Business Enterprise Declarations	Submission of this form is required when a certified DVBE contractor or subcontractor will provide materials, supplies, services, or equipment necessary for the performance of the proposed agreement.

Attachment/Documentation	Instructions
10a - Small Business Subcontractor/Supplier Acknowledgement	Submission of this form is optional. Read and carefully follow the completion instructions in Attachments 10 and 10a. Complete and return Attachment 10a <u>only</u> if the bidding firm is not a certified small business, but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.
11 - GSPD-05-105, Bidder Declaration	All bidders must complete this form. Instructions for completing this form are on the second page of this attachment.
Business License (California Businesses Only)	California businesses <u>must</u> submit a copy of a current business license issued by the governmental jurisdiction in which the business is located. Submit an explanation if this documentation cannot be supplied or there is reason to believe no license is required.
Proof of Corporation status (Corporations Only)	Corporations must either submit a copy of the bidding firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State <u>or</u> submit a downloaded copy of the bidding firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Submit an explanation if this documentation cannot be supplied.
Proof of Non-profit status (Non-profit Organizations Only)	Non-profit organizations must submit a copy of a current IRS determination letter indicating nonprofit or 501(3) (c) tax exempt status. Submit an explanation if this documentation cannot be supplied.

J. Submission of Bids

1. Submission instructions

- a. Assemble an original bid package.
- b. Place bid package in a single envelope or package. Seal the envelope.
- c. Mail or arrange for hand delivery of the bid package to the Department of California Highway Patrol, Contract Services Unit. Bids may not be transmitted electronically by fax or email.
- d. Regardless of postmark or method of delivery, the CHP Contract Services Unit must receive the bid package by the date and time stated in section B of this IFB, entitled "Time Schedule." **CHP will not publicly open or read late bids.**
- e. Label and submit the bid package using one of the following methods.

Overnight Express:	U. S. Mail:
IFB 10C015000 (Do Not Open) Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez 601 North 7th Street Sacramento, CA 95811 Phone: (916) 843-3610	IFB 10C015000 (Do Not Open) Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez P.O. Box 942898 Sacramento, CA 94298-0001
Hand Delivery:	
IFB 10C015000 (Do Not Open) Department of California Highway Patrol Business Services Section, Contract Services Unit Attn: Ms. Tessa Gomez 601 North 7th Street, Sacramento, CA 95811	

f. Bidder warning

- 1) CHP's internal processing of mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.
- 2) For hand deliveries, allow sufficient time to locate parking. The building designated for hand deliveries is a secure facility; therefore bidders are required to remain in the lobby. Bidders should notify the clerk at the front desk of the nature of their business. The clerk will notify CHP Contract Services Unit. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

NOTE: It is the bidder's responsibility to ensure the bid is received by CHP before the bid due date/time. CHP is not responsible for bids received after the bid due date and/or time due to circumstances beyond CHP's control.

2. Proof of timely receipt

- a. Upon receipt of bid package, CHP staff will stamp each bid package/envelope with a date/time stamp or handwrite date and time and initial. If a bid package is hand delivered, CHP staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, CHP Contract Services Unit must receive bid packages at the stated place of delivery no later than the stated time on the bid due date in Section B of this IFB, entitled, "Time Schedule." Delivery to the CHP mailroom, to the CHP Office of Media Relations, or the presence of a U.S. postmark will not serve as proof of timely delivery.
- c. CHP will deem late bid packages non-responsive.

3. Bidder costs

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

K. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at the following address, at the date and time stated in section B of this IFB, entitled "Time Schedule":

Department of California Highway Patrol
Contract Services Unit
601 North 7th Street
Sacramento, CA 95811

L. Bid Requirements and Information

1. Non-responsive bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause CHP to deem a bid non-responsive.

- a. Failure of a bidder to:
 - 1) Meet bid format/content or submission requirements including, but not limited to, the sealing and/or labeling of the bid package.
 - 2) Pass the Required Attachment/Certification Checklist review by not marking "Yes" for each item listed or by not appropriately justifying, to CHP satisfaction, all "N/A" designations.
- b. If a bidder submits:
 - 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.
 - 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
 - 3) False, inaccurate, or misleading information or falsely certifies compliance on any IFB attachment.
- c. If CHP discovers at any stage of the bid process or upon agreement award that a bidder is unwilling or unable to comply with the agreement terms, conditions and/or exhibits cited in this IFB and/or the resulting agreement.
- d. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.). Any deviation from the specifications may be cause for rejection of the bid.

2. Bid modifications after submission

- a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the bidder may resubmit a new bid package.
- b. To withdraw and/or submit a new bid package, follow the instructions appearing in the section L of this IFB, entitled “Bid Requirements and Information,” paragraph 4.

3. Bid mistakes

If prior to agreement award, award confirmation, or agreement signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify CHP and submit a written request to withdraw its bid following the procedures set forth in section L of this IFB, entitled “Bid Requirements and Information,” paragraph 4, b.

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A bidder may withdraw its bid any time prior to the bid due date.

b. Submitting a withdrawal request

- 1) Submit a written withdrawal request signed by an authorized representative of the bidder.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail:	Hand Delivery or Overnight Express:
Withdrawal IFB 10C015000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez P.O. Box 942898 Sacramento, CA 94298-0001	Withdrawal IFB 10C015000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez 601 North 7th Street Sacramento, CA 95605 Phone: (916) 843-3610
Fax:	E-mail:
Withdrawal IFB 10C015000 Department of California Highway Patrol Contract Services Unit Ms. Tessa Gomez Fax: (916) 322-3166	Withdrawal IFB 10C015000 tegomez@chp.ca.gov

- 3) **[For faxed requests]** Bidders must call CHP, Contract Services Unit at (916) 843-3610 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before CHP will return/release a bid package to a bidder. CHP may grant an exception if the bidder informs CHP that the bidder will submit a new or replacement bid package immediately following the withdrawal.

c. Resubmitting a bid package

After withdrawing a bid package, bidders may submit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time stated in section B of this IFB, entitled “Time Schedule.”

5. Evaluation and selection

This section describes, in general, the process that CHP will use to evaluate timely bid packages.

a. Bid opening/reading

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

b. Bid package review

- 1) After the bid opening and reading, bids are submitted to the Contract Services Unit for review and evaluation. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
- 2) If deemed necessary by CHP, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all IFB requirements.
- 3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, the bid will be deemed non-responsive and rejected from further consideration.
- 4) If applicable, CHP will adjust bid amounts for any claimed preference following confirmation of eligibility with Department of General Services.

c. Notice of Intent to Award

CHP will not post a Notice of Intent to Award unless requested in writing per Public Contract Code (PCC) Section 10345(a)(1).

6. Agreement award and protests**a. Agreement award**

- 1) Award of the agreement, if awarded, will be to the responsive and responsible bidder that offers the lowest cost. The lowest cost will be determined after CHP adjusts bidder costs for applicable preferences and/or incentives.

b. Settlement of tie bids

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

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

c. Protests

1) Who can protest

Any bidder who submits a bid may file a protest if the bidder believes its bid package is responsive to all IFB requirements and its bid is the lowest dollar bid.

2) Grounds for protests

Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345. CHP will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of Department of General Services (DGS).

3) Protest time lines

- a) If an eligible bidder wishes to protest the intended agreement award, the bidder must file a “Notice of Intent to Protest” with both CHP and DGS within five (5) working days after CHP posts the Notice of Intent to Award. The Notice of Intent to Protest may be brief. Any Notice of Intent to Protest filed more than five (5) working days after CHP posts the Notice of Intent to Award shall be untimely.
- b) Within five (5) calendar days after filing a “Notice of Intent to Protest”, the protestant must file with both CHP and DGS a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes CHP has improperly applied in awarding the agreement.

4) Submitting a protest

A protest may be hand delivered, mailed, or faxed to the appropriate agencies. Label, address, and submit an initial protest notice and/or a detailed protest statement using one of the following methods.

Hand Delivery, Mail or Overnight Express:	Fax:
Protest to CHP IFB 10C015000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Ms. Tessa Gomez 601 North 7th Street Sacramento, CA 95811	Protest to CHP IFB 10C015000 Department of California Highway Patrol Contract Services Unit Attn: Ms. Tessa Gomez Fax (916) 322-3166
Protest to CHP IFB 10C015000 Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605	Protest to CHP IFB 10C015000 Department of General Services Office of Legal Services Fax: (916) 376-5088

For faxed protests

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

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

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

7. Disposition of bids

- a. All materials submitted in response to this IFB will become the property of the Department of California Highway Patrol and, as such, are subject to the Public Records Act (GC Section 6250, et seq. and Civil Code section 1798, et seq.). CHP will disregard any language purporting to render all or portions of any bid package confidential.
- b. All documents submitted in response to this IFB and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be available for public inspection.

8. Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

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

b. What can be inspected/copied and when

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

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must make an inspection appointment by contacting **Ms. Tessa Gomez at (916) 843-3610.**

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

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

Request for Copies - IFB 10C015000

Ms. Tessa Gomez
Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001

9. Verification of bidder information

By submitting a bid, bidders agree to authorize CHP to:

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

10. CHP rights

In addition to the rights discussed elsewhere in this IFB, CHP reserves the following rights.

a. IFB corrections

- 1) CHP reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.

- c) Waive any IFB requirement or instruction for all bidders if CHP deems said requirement or instruction unnecessary, erroneous or unreasonable.
 - d) Allow bidders to submit questions about any IFB change, correction or addenda. If CHP allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If applicable, CHP will mail, email, or fax written clarification notices or addenda to all persons/firms receiving this IFB.

Exceptions may occur, when CHP decides, just before or on the bid due date, to extend the submission deadline. If this occurs, CHP may notify potential bidders of the extension by fax, email, or by telephone. CHP will follow-up any verbal notice in writing by fax or mail.

b. Collecting information from bidders

- 1) If deemed necessary by CHP, CHP may request a bidder to submit additional documentation following the bid opening and/or evaluation. CHP will advise the bidders orally, via email, or in writing of the documentation that is required and the time line for submitting the documentation. CHP will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause CHP to deem a bid non-responsive.
- 2) At its sole discretion, CHP reserves the right to collect, by mail, email, fax or other method, the following omitted and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a bidder.
 - d) Information/material or form(s) needed to correct or remedy an immaterial defect in a bid package.
- 3) The collection of bidder documentation may cause CHP to extend the date for posting the Notice of Intent to Award. If CHP changes the posting date, CHP will advise the bidder, orally, via e-mail, or in writing, of the alternate posting date.

c. Immaterial bid defects

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

d. Correction of clerical or mathematical errors

- 1) CHP reserves the right, at its sole discretion, to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.

- 2) If the correction of an error results in an increase or decrease in the total price, CHP shall give the bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, CHP will use the unit price to settle the discrepancy.

e. Right to remedy errors

CHP reserves the right to remedy errors caused by:

- 1) CHP office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No agreement award or IFB cancellation

The issuance of this IFB does not constitute a commitment by CHP to award an agreement. CHP reserves the right to reject all bids and to cancel this IFB if it is in the best interest of CHP to do so.

g. Agreement amendments after award

As provided in the Public Contract Code governing contracts (agreements) awarded by competitive bid, CHP reserves the right to amend the agreement after CHP makes an agreement award.

M. Preference and Incentive Programs

To confirm the identity of the lowest responsive bidder, CHP will adjust the total bid cost for applicable claimed preference(s) and/or incentive(s). CHP will apply preference and/or incentive adjustments to eligible bidders according to state regulations following verification of eligibility with Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS).

1. Small/Micro Business Preference (preference not to exceed \$50,000)

- a. A responsive bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business means a responsive/responsible bidder that is certified by the California Department of General Services as a small business or microbusiness. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in section M of this IFB, entitled "Preference and Incentive Programs," paragraph 4.
- b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the state's eligibility requirements and

must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.

- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from DGS, OSDS, fully complete the application, and submit it to DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
 - 3) Internet address: <http://www.pd.dgs.ca.gov/smbus/getcertified.htm> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: osdshelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference (preference not to exceed \$50,000)

- a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or microbusiness.
- b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.6 (b) and Government Code Section 14835.
- c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.
- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the agreement, and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- f. Complete **Attachment 10a (Non-Small Business Subcontractor Preference Acknowledgement) and Attachment 11 (Bidder Declaration)** to request the non-small business subcontractor preference.
- g. Refer to section L of this IFB, entitled "Bid Requirements and Information," paragraph 6, b to learn how tie bids will be resolved.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the state shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 11 (Bidder Declaration)** and confirmed by the state. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. (Refer to Attachment 9).

NOTE: When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed 10% or \$100,000, whichever is less.

4. Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed \$50,000)

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/microbusiness preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/microbusiness. The “service” category is the business type that will most likely apply to this procurement.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services prior to the bid submission due date.
- d. Refer to section L of this IFB, entitled “Bid Requirements and Information,” paragraph 6, b to learn how tie bids will be resolved.

5. Other Preference Programs

Information regarding other preference programs is available at the following Internet sites:

- a. Target Area Contract Preference Act (TACPA), www.pd.dgs.ca.gov/edip/tacpa.htm.
- b. Local Agency Military Base Recovery Area (LAMBRA), www.pd.dgs.ca.gov/edip/lambra.htm.
- c. Enterprise Zone Act (EZA), www.pd.dgs.ca.gov/edip/eza.htm.

N. Agreement Terms and Conditions

The winning bidder must enter into an agreement that may contain the bidder’s bid form or budget, a Scope of Work, standard agreement provisions, and one or more of the

agreement forms and/or exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting agreement.

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

In general, CHP will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, or the Scope of Work; or alternate agreement/exhibit language submitted by a prospective contractor. CHP will consider a bid containing such provisions “a counter proposal” and CHP may reject such a bid.

In accordance with Assembly Bill 926, “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”.

1. Sample agreement forms/exhibits

Form/Exhibit Title	Form/Exhibit Name
a. Std. 213	Standard Agreement
b. Exhibit A	Scope of Work
c. Exhibit B	Budget Detail and Payment Provisions
d. Exhibit C	General Terms and Conditions (GTC 610). View or download at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
e. Exhibit D	Special Terms and Conditions
f. Attachment 1	CHP 82 Non-State Employee Expense Claim

2. Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in CHP's opinion is necessary to successfully accomplish the scope of work, CHP will request a bid quote for only the unanticipated work and amend the agreement to include the additional work. Unless otherwise indicated, all terms and conditions appearing in the resulting agreement and the salary, wage, unit rates and/or other expenses appearing on the bidder's Bid Form will apply to any additional work.

3. Resolution of differences between IFB and agreement language

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

Required Attachments

Bid Form

Name of Bidding Firm <i>(Legal name as it will appear on the agreement)</i>			
Mailing address	City	State	Zip Code
Telephone number ()	Fax number ()	Email address <i>(If applicable)</i>	
Name of Contact Person	Telephone number <i>(If different from above)</i> ()		

Bidding Preferences/Incentives Claimed (Check only the preferences/incentives claimed)

Certified small business or microbusiness preference **Certification #** _____

Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s))

DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____

Circle all that apply: TACPA LAMBRA EZA (Attach applicable paperwork)

Bidder Acknowledgment/Certification

The bidder hereby certifies that the materials submitted in response to this IFB and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the bidder's knowledge.

The bidder understands that its bid response will become a public document and will be open to public inspection.

The bidder agrees that the hourly rate(s) offered herein shall remain in effect until CHP awards the agreement and throughout the duration of the agreement. Agreement extensions, if any, shall be billed at the hourly rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The bidder further understands that the quoted rate(s) include all direct and indirect costs including, but not limited to overhead, fee for profit, clerical support, materials, supplies. By submitting this Bid Form the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this IFB and any attachment thereto.

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

Bidder's signature:	Date signed
Printed/typed name	Title

Submitted hereon are the bid rates to provide media services per the specifications of this IFB. The CHP anticipates the term of the agreement to be for Twenty-Two (22) months. Any modification to this bid form shall render your bid non-responsive.

PART 1 – SAMPLE 30 SECOND Public Service Announcement (PSA) SUBMISSION REQUIREMENTS

For bidding purposes prospective bidders are to utilize the sample campaign described in the Qualification Requirements section (Section H, Item 5) of the IFB. Bidders shall submit a 30 second PSA for bid evaluation purposes only. Contained within this bid form you will find a sample script that should serve as a production guideline. This is a pass/fail requirement. Bidders failing to provide the sample in the format outlined below, shall be disqualified. Sample is strictly for bid purposes only.

Sample shall include the following:

- Provided on DVD format
- Labeled clearly indicating title and running time
- All audio shall be in English
- Video shall be in color
- Copy of written script

PART 2 – PRODUCTION COSTS

List total charges required for the creation of the above referenced PSA in the following areas:

- Pre-production \$ _____

To include, but not limited to, pre-production meetings and research, budgeting, timelines, casting, any required staff (i.e.: Project Director/Manager, admin), etc.

- Creative Development \$ _____

To include, but not limited to, art production, copywriting, illustrating, photography, video production including staff and/or subcontractors required to complete production of product (producer, director, editor, cameras, lighting, and location(s)), rental fees (including locations, equipment, etc), any required staff, etc.

- Post-production \$ _____

To include, but not limited to, post analysis evaluation, editing, dubbing, duplication, any final report(s), etc.

State your percent of commission charges on media buys. In addition to actual purchases, percentage shall include all personnel costs related to the planning and buying of media, including charges for Media Director and Media Buyer, all pre and post meetings associated with media purchases, negotiation, and post analysis. Additionally, percentage shall include costs for use of the industry standard media tools (Arbitron, Nielsen, Scarborough, Tapscan, Standard Rate and Data Service (SRDS))

Commission Percentage: _____%

Below is the sample script for production of a 30 second PSA. This is not meant to be a final script, merely to familiarize you with the topic content and what we are looking for in terms of production elements. Sample is for bid evaluation purposes only. Note: for bid purposes, the part of CHP officer in the script, bidder can include a stand-in wearing any law enforcement uniform, costume, or similar, to denote "officer."

VIDEO

Senior Driver on camera

Senior Driver on camera

Video shots of seniors – getting in car, driving

CHP officer speaking on camera

Various shots of seniors in cars

Ending graphic with CHP web url for more info

AUDIO

SOT: I've been driving for 50 years.

SOT: I love the freedom and independence driving gives me.

[Announcer V/O]
YOU'RE A SENIOR DRIVER... WITH YEARS OF EXPERIENCE BEHIND THE WHEEL... BUT AS YOU AGE, ARE YOU STILL ABLE TO SAFELY DRIVE THAT CAR?

[CHP Officer on camera]
HERE AT THE CALIFORNIA HIGHWAY PATROL, WE'VE PUT TOGETHER A PROGRAM TO HELP SENIORS DRIVE SAFER AND DRIVE LONGER.

[Announcer V/O]
FROM HELPING YOU ASSESS YOUR DRIVING ABILITY... TO SHOWING YOU WHAT CHANGES YOU NEED TO MAKE TO CONTINUE TO DRIVE SAFELY.

FOR MORE INFORMATION...GO TO WWW.CHP.CA.GOV...AND FIND OUT HOW YOU CAN STAY ON THE ROAD AND STAY SAFE.

Required Attachment/Certification Checklist

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions, and agreement exhibits addressed in the section N of the IFB, entitled "Agreement Terms and Conditions."	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) My firm is eligible to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the state to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm will supply before agreement execution, proof of self-insurance or copies of insurance certificates proving possession of appropriate liability insurance that meets the requirements stipulated in section H of the IFB, entitled "Qualification Requirements," paragraph 6.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Content. I have completed and returned the following Attachments:		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 1, Bid Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2, Required Attachment/Certification Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4, Client References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4a, Experience Worksheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5, CCC 307 – Contractor Certification Clauses	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6, Darfur Contracting Act (If option 2 was selected, a copy of the written permission from DGS is attached.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7, Std. 204, Payee Data Record	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8, CHP 78V, Conflict of Interest & Confidentiality Statement - Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9a, Std. 843, Disabled Veteran Business Enterprise Declarations [Check "N/A" if you are not requesting DVBE Incentive.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 10a, Small Business Subcontractor/Supplier Acknowledgement [Check "N/A" if not applying for this subcontractor preference.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 11, GSPD-05-105, Bidder Declaration	<input type="checkbox"/> Yes <input type="checkbox"/> No
Required Documentation. Enclosed with the bid is the following required documentation.		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(California Businesses) Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. [Check "N/A" if not a California business or no business license is required.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) Either a copy of the Certificate of Status issued by California's Office of the Secretary of State or a copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. [Check "N/A" if not a Corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Resumes of all personnel (professional, managerial or supervisory) that will exercise a major administrative, policy, or consulting role in carrying out the project work. Required see Section H, Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	List of Personnel and Hourly Rates. Required see Section H. Qualification Requirements, Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Media Sample [(30 second Public Service Announcement (PSA)]. Required see Section H. Qualification Requirements, Item 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Bidding Firm:		Signature:
Printed Name/Title:		Date:

BID EVALUATION FORM
(CHP USE ONLY DO NOT FILL OUT)

NAME OF BIDDER: _____

An Agreement shall be awarded to the bidder that submits all required documents, meets all criteria as specified in the IFB, and is the lowest responsive bidder.

PART 1 - Sample Bid Campaign Submission

The following pass/fail criteria will be used to evaluate the sample 30 Second PSA submission:

Sample ran for full 30 seconds.	Pass/Fail
Proposer has submitted sample in required format as outlined on bid form.	Pass/Fail
The sample was submitted in color.	Pass/Fail
All audio is in English and clearly audible without any sound interference (static, background noise, etc)	Pass/Fail
Was a written script provided?	Pass/Fail
Did the PSA address the topic as outlined?	Pass/Fail
Was the message of the script written to the target audience?	Pass/Fail
Was the theme of the video produced to capture the target audience?	Pass/Fail

IF BIDDER HAS FAILED ANY OF THE ABOVE ELEMENTS DO NOT CONTINUE THIS EVALUATION.

PART 2 – Production Costs

A) Pre Production Cost	\$ _____
B) Creative Development Cost	\$ _____
C) Post Production Cost	\$ _____
D) Commission _____% X *1,000,000.00	\$ _____

**For evaluation purposes only*

TOTAL	A+B+C+D	\$ _____
	5% SBE Preference (if applicable)	\$ _____
	1-5% DVBE Incentive (if applicable)	\$ _____
	TACPA/EZA/LAMBRA (if applicable)	\$ _____
TOTAL	(with Preference/Incentive subtracted if applicable)	\$ _____

Client References

List three (3) clients served in the past five (5) years for which the bidding firm provided similar services. List the most recent first. In addition to the references listed, CHP may check with CHP offices previously or currently serviced by your company.

REFERENCE 1

Name of Firm			
Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 2

Name of Firm			
Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 3

Name of Firm			
Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

If three references cannot be provided, explain why:

Experience Worksheet

Document a minimum of three (3) years of verifiable experience in purchasing media within the past five (5) years. List the most recent first. CHP may check with client offices previously or currently serviced by your company. Use additional sheets as necessary.

Title of Campaign			
Name of Client	Location	Total Cost of Campaign	
Dates of Campaign (from initial meeting to final report)	Mediums Purchased for Campaign		
Initial Expected Results	Subcontractors Used during Course of Campaign		
Actual Results Achieved			

Title of Campaign			
Name of Client	Location	Total Cost of Campaign	
Dates of Campaign (from initial meeting to final report)	Mediums Purchased for Campaign		
Initial Expected Results	Subcontractors Used during Course of Campaign		
Actual Results Achieved			

Title of Campaign			
Name of Client	Location	Total Cost of Campaign	
Dates of Campaign (from initial meeting to final report)	Mediums Purchased for Campaign		
Initial Expected Results	Subcontractors Used during Course of Campaign		
Actual Results Achieved			

CCC 307 – CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: <http://www.ols.dgs.ca.gov/Standard Language/default.htm>.

Darfur Contracting Act Certification

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

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

Completion Instructions:

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

Bidding Firm's Claim (Check One):

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

Certification

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

Name of Bidding Firm	
Signature	Date Signed
Printed/Typed Name	Title

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

Agreement: **10C015000**

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

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p>		
	<p>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</p>		<p>E-MAIL ADDRESS</p>
	<p>MAILING ADDRESS</p>		<p>BUSINESS ADDRESS</p>
	<p>CITY, STATE, ZIP CODE</p>		<p>CITY, STATE, ZIP CODE</p>
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____ - _____</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
PAYEE ENTITY TYPE	<p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p>	<p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p>	
CHECK ONE BOX ONLY	<p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>ENTER SOCIAL SECURITY NUMBER: _____ - _____</p>	<p>(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	
4	<p>PAYEE RESIDENCY STATUS</p> <p><input type="checkbox"/> California resident – Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) – Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>		
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p>		
	<p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</p>		<p>TITLE</p>
	<p>SIGNATURE</p>	<p>DATE</p>	<p>TELEPHONE ()</p>
6	<p>Please return completed form to :</p> <p>Department/Office: <u>Department of California Highway Patrol</u></p> <p>Unit/Section: <u>Business Services Section/Contract Services Unit</u></p> <p>Mailing Address: <u>P.O. Box 942898</u></p> <p>City/State/Zip: <u>Sacramento, CA 94298</u></p> <p>Telephone: (916) <u>843-3610</u> Fax: (916) <u>322-3166</u></p> <p>E-mail Address: _____</p>		

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Oath Record, 510.204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

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

OPI CONTRACT/REQUISITION NUMBER

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

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

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

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

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

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE	TITLE
--------------------------------	-------

SIGNATURE OF COMPANY REPRESENTATIVE	DATE
-------------------------------------	------

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(Revision Date March 2, 2010)

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

AUTHORITY. The DVBE Participation Goal Program for State agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Pursuant to MVC Section 999.2, each State department has a participation goal of not less than 3% for DVBEs. These goals apply to the **overall** dollar amount expended each year by the awarding department.

This solicitation does not include a minimum DVBE participation percentage (goal). DVBE participation is not required for acceptance of bid. However, a DVBE Bid Incentive is offered.

INSTRUCTIONS. Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled "Resources and Information". Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

1. Bidders who use the DVBE Incentive option must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called "bids") **that fail to submit all required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**
2. California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.
3. Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to agreement termination, loss of certification, monetary and/or civil penalties.
4. At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and DVBE subcontractor(s). The written confirmation may request information that includes, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
5. **DVBE SUBSTITUTIONS.** During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations,

Title 2, §1896.64(c). Contractor understand and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per M&VC 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by the contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code § 10115.10 or PCC § 4110 (applies to public works only).

6. **DVBE REPORTING REQUIREMENTS.** If for this agreement contractor made a commitment to achieve DVBE participation, then contractor must within 60 days of receiving final payment under this agreement certify by completing and returning a Final Report – Utilization of Small Business and Disabled Veteran Business Enterprise (located elsewhere within the solicitation document) to the Certified Business Advocate identifying (1) the name and address of the DVBE(s) that participated in the performance of the contract; (2) description of work performed and/or materials provided; (3) the total amount the prime contractor received under the contract; (4) percentage of DVBE commitment as stated in bid; (5) the amount each DVBE received from the prime contractor; (6) that all payments under the contract have been made to the DVBE(s); and (7) 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 in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military & Veterans Code (M&VC) § 999.5(d)).

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purpose only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Disabled Veteran Business Enterprise Declarations, STD 843 and the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

As applicable: (1) Awards based on low price – for evaluation purposes only, the net bid price of responsive bids will be reduced by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

THE FOLLOWING RESOURCES AND INFORMATION PAGE MAY BE USED TO LOCATE DVBE SUPPLIERS:

RESOURCES AND INFORMATION

Awarding Department: For questions regarding bid documentation requirements, DVBE suppliers who may have identified themselves as potential subcontractors and/or to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation, contact the department's Certified Business Advocate named below:

Sandra Bradley, Certified Business Advocate
 Business: 916 843-3616
 Facsimile: 916 322-3166
 Email: SBradley@chp.ca.gov

DGS-PD Office of Small Business and DVBE Services (OSDS)
 707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

Receptionist: (916) 375-4940
 Voice, 8 am-5 pm: (800) 559-5529
 Facsimile: (916) 375-4950

To view/download any of the above tabs, go to www.pd.dgs.ca.gov/smbus/default.htm and click on appropriate tab.

FOR:

- Directory of Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- DVBE Program Info. and Statewide Policy
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

DGS-PD EProcurement

Website: www.eprocure.dgs.ca.gov
 Phone: (916) 375-2000
 Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to view an eProcurement Training Modules including SB/DVBE search

To begin your search, click on "SB/DVBE Search". Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the element(s) of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database or the CSCR, contact OSDS at (916) 375-4940 or send an email to OSDCHelp@dgs.ca.gov

U.S. Small Business Administration (SBA):
 Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification)

To begin your search, click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

The Disabled Veteran Business Enterprise The California Alliance
www.cadvbe.org

FOR:

- List of potential DVBE subcontractors

To begin your search, click on "Click Here to Search for a DVBE". Search by "Keywords".

Local Organizations

Website: www.pd.dgs.ca.gov/smbus/default.htm

FOR:

- List of potential DVBE subcontractors
- DVBE Local Contacts
- DVBE Trade Paper Listing
- DVBE Focus Paper Listing

To begin your search, click on the appropriate tab listed above or contact DGS-PD Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 or send an email to OSDCHelp@dgs.ca.gov receive a listing for a fee.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

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

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

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

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

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

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

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

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

Non-Small Business Subcontractor Preference Instructions

<p>Preference information</p>	<p>Non-small business bidders will be granted up to a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder:</p> <ol style="list-style-type: none"> 1. Has included in its bid a notification that it commits to subcontract at least twenty-five percent (25%) of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
<p>Commercially useful function</p>	<p>As defined in MVC §999, a person or an entity is deemed to perform a commercially useful function if a person or entity does all of the following:</p> <ol style="list-style-type: none"> 1. Is responsible for the execution of a distinct element of the work of the contract. 2. Carries out the obligation by actually performing, managing, or supervising the work involved. 3. Performs work that is normal for its business services and functions. 4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. <p>A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of participation.</p>
<p>How to calculate 25% subcontract participation</p>	<p>Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25% to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.</p>
<p>Use of proposed subcontractors/ substitution</p>	<p>If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the CHP SB/DVBE Advocate and that request is subsequently granted by CHP.</p>
<p>Preference request instructions</p>	<p>If preference is claimed, indicate this on the Bid Form and complete Attachment 10 identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 10, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 9a). Affix each Attachment 9a to Attachment 10 for submission with the bid response. If a signed Attachment 9a cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of a signed Attachment 9a for each subcontractor listed on Attachment 10 is a prerequisite for agreement award confirmation.</p> <p>Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.</p>

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm/Prime Contractor	CHP IFB Number:
Total Dollar Value of Subcontractor Use	

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 or DVBE subcontractor or supplier for any CHP procurement.

Subcontractor acknowledgements:

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

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 agreement pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference or the DVBE incentive, the bidding firm/contractor is obligated to use each small and/or microbusiness or DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after agreement execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

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

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone number ()	Email address (if applicable)
Printed/Typed Name	Title	

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, 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, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

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

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:

- Micro business (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/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, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

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, DVBE or None) – If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor.]

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, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

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.

STATE OF CALIFORNIA - DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**FINAL REPORT - UTILIZATION OF SMALL BUSINESS AND
 DISABLED VETERAN BUSINESS ENTERPRISE**
 076/BSS/CBAP_AB31-SB548 (Rev 03/2010)

Date & initials received by CHP staff: _____

STATE FUNDED PROJECTS ONLY

Contract/Purchase Order (PO): _____

Contract/PO Term Dates: _____

Amended Contract/PO Term Dates, if applicable _____

Prime Contractor: _____

Prime Contractor's Business Address: _____

Prime Contractor's Telephone Number: _____

Email Address: _____

SUBCONTRACTOR(S) INFORMATION:

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

 CONTRACTOR OR AUTHORIZED REPRESENTATIVE'S SIGNATURE

 DATE:

 PRINT NAME

 PRINT TITLE

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

DISTRIBUTION:

Original – CHP Contract File

Copy –Certified Business Advocate

Copy - Contractor

STATE OF CALIFORNIA - DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
 FINAL REPORT - UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
 STATE FUNDED PROJECTS ONLY
 076/BSS/CBAP_AB31-SB548 (Rev 03/2010)

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

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

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

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

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

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

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

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

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

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

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

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

Actual SB and/or DVBE percentage achieved.

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

Contractors must complete all columns for acceptance of the form.

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

Sample Agreement Forms/Exhibits

AGREEMENT NUMBER

10C015000

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME

To Be Determined

2. The term of this Agreement is: **12/01/2010** OR UPON APPROVAL BY DGS, WHICHEVER IS LATER through **09/30/2012**

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

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 6 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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.)

To Be Determined

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

To Be Determined

ADDRESS

To Be Determined

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeffrey Uyeda, Chief, Administrative Services Division

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General Services Use Only

Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) all personnel, labor, materials, tools, supplies, equipment, permits and licenses necessary to manage and develop public relations campaigns, media relations, and advertising services in support of the CHP's overall mission to reduce traffic collisions, related fatalities and injuries statewide, as well as, promote recruitment for the positions of Cadet and Public Service Dispatchers.
 - a. Contractor agrees to abide by specifications contained within this Exhibit A.
 - b. Contractor shall provide a Certificate of Insurance in accordance with the Commercial General Liability Insurance Requirements set forth in Exhibit E.

2. The services shall be performed at: If checked see attached for additional service locations

Contractor's Place of Business TBD Upon Award	California Highway Patrol 601 North 7 th Street Sacramento, CA 95811
--	---

3. The services shall be provided during:

As needed by the CHP Office of Media Relations, or as agreed upon.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		TBD Upon Award	
NAME		NAME	
Denise Tapia/Sgt. Andrew Mayo		TBD Upon Award	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3210	(916) 843-3235		

Direct all inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		TBD Upon Award	
SECTION/UNIT		SECTION/UNIT	
Business Services Section, Contract Services Unit		TBD Upon Award	
ATTENTION		ATTENTION	
Tessa Gomez			
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001			
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3610	(916) 322-3166		

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

Contractor shall provide a variety of media services pertaining to traffic safety issues including, but not limited to driving under the influence, promoting designated driving, teen driving, senior driving, and the Departmental recruitment campaign. Contractor shall be aware that the CHP evaluates many aspects of traffic safety, both statewide and at the local level; therefore this is only a small sampling of traffic safety issues that may arise during the term of the Agreement. Contractor may be asked to complete campaigns for many other areas of traffic safety as the need arises. Work to be performed will include campaigns for various departmental programs, State funded grants, etc.

Contractor shall provide advertising services (including the pre and post production, and creation of) to include, but not limited to, the following: radio, television, billboard, print, public service announcements, video production, gas pump toppers, sporting events, internet, brochures, pamphlets, transit, posters, car wraps, DVD's, and sponsorships. Contractor shall perform additional media services based on individual campaigns and as needs arise.

A. Pre-Campaign and Market Research

- 1) At the start of each campaign, Contractor shall conduct pre-campaign meetings with campaign OPI, CHP Contract Administrator, and other parties as necessary. Meetings shall take place at either CHP Headquarters, or Contractor's place of business only, to be determined at time of meeting set-up. Contractor shall provide to CHP personnel, at minimum, a proposed media plan, media purchase concepts and locations, proposed advertising mediums, timelines, and anticipated results.
- 2) Contractor shall conduct pre-campaign market research to identify subpopulations of interest using statistically sound analytical techniques including test message(s) through focus groups. Contractor shall use industry standard focus group facilities to include and interview room with two-way mirror for viewing, audio and video recording and a group hostess. As necessary, and upon request, the CHP shall provide data from the Statewide Integrated Records System (SWITRS), a CHP data base recording all California injury and fatal collisions, to identify sub-population of non-users through age, gender, and collision data to fulfill the needs of the campaign.
- 3) Contractor shall include a written report of the compiled data, analysis of said data, conclusions, and methodology Contractor would use to place advertising for most successful results. Research shall include analyses of historical and/or existing traffic safety issues.
- 4) Contractor shall plan, administer, and analyze the results of a variety of surveys, focus groups, and one-on-one interviews.
- 5) Contractor shall provide all research and supporting material to CHP, including media ratings, rankings, research, and market data on specific mediums identified for air time purchase. This includes but is not limited to, researching ratings history (utilizing nationally recognized broadcast ratings systems, e.g., Arbitron and Nielson), ownership, medium audience profile, determining appropriate market placement of messages, media audience, and medium selected, i.e., radio, transit or outdoor advertising.

B. Work Plan

- 1) The Contractor shall develop a detailed, comprehensive work plan and estimated budget for the identified projects. One or all agreement elements may be used. Contractor shall coordinate with CHP Contract Administrator and campaign OPI to ensure all project deadlines are met. This will include the Contractor providing a work plan which details the production timeline of the necessary deliverables. Contractor shall provide counts, estimated viewing audience, and other measures of the public's exposure to all elements of any projects funded under this agreement.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

The work plan must be approved by the CHP Contract Administrator and campaign Office of Primary Interest (OPI) prior to work commencing on any media elements listed in the work plan. Any charges subsequently billed to CHP that are not agreed upon and proposed in the work plan and approved by the CHP Contract Administrator and campaign OPI will not be paid. The plan shall include, but may not be limited to:

- Develop and produce media campaigns, for distribution to television and/or radio advertisement.
 - Develop print advertisement.
 - Develop outdoor advertisement (including transit, billboards, etc) and post in targeted locations as determined by the pre-campaign media plan.
 - Develop and coordinate corporate sponsorships and assist with message placement.
 - Procure creative and production services of professional talent, to include but not limited to actors, voice over and other miscellaneous talent, producers, and photographers.
- 2) Deviations from all project deadline requirements for any CHP project shall be coordinated between Contractor and CHP. Acceptance of deviations shall be at the sole discretion of the CHP Contract Administrator or designee and campaign OPI.
 - 3) All public awareness materials shall be reviewed and approved by the CHP Contract Administrator and campaign OPI prior to distribution to the media and/or public.

C. Creative and Production

For all campaigns and advertising, Contractor will be required to provide creative and production services such as script writing, editing (including sound effects, licensed music, etc), casting (including voice, on/off camera, all talent including celebrity and non-celebrity), printing, design (including copy, artwork, photograph, and layout), recording sessions (to include engineer, tape/digital media, studios, microphones, etc), and duplication and distribution to media outlets. Levels of production services Contractor will be required to provide will be based on each individual campaign and will vary as the needs arise.

- 1) Contractor shall use the information obtained from research or provided by CHP to develop a creative presentation and appropriate written creative concepts which identify the segment of the population by the identified traffic safety issue. Scripts and mock ads may be produced to help develop the appropriate message for that audience. Informal focus group testing with identified audiences may be utilized on each option with refinement of messages/ads based on focus group input.
- 2) Contractor shall, upon approval of concepts, message, and appropriate delivery methods:
 - a. Develop and print media and graphic design for billboards and/or other identified print media deliverables.
 - b. Produce all broadcast elements including script creation and development, talent casting of all talent (on camera or off), non-celebrity on camera, voice over and extra talent fees, video/film/audio production (including shooting 35 mm sound-on-film, location and crew costs, costumes, make-up, lighting, sound recording, craft services, etc., music, sound effects, all editing, and all other necessary pre and post-production elements.
- 3) All campaign materials may be produced in a minimum of English and Spanish, with the possibility of being expanded to other languages depending on the market research outcome or the needs of the Department. The CHP shall be responsible for any and all costs related to language translation services. All requests for translation services must have prior approval from the CHP Translation Services Contract Administrator prior to any purchase of translation services. All questions regarding translation services (written, audio, video, etc.) shall be directed to the Office of Media Relations at (916) 843-3210.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

- 4) All grant funded campaign materials shall include the Business, Transportation and Housing Agency, Office of Traffic Safety, and California Highway Patrol logos where appropriate and practical. Electronic logo copies will be made available.
- 5) All recruitment campaign advertisements shall include the CHP recruitment webpage address (www.chpcareers.com) and the toll free phone number (1-888-4A CHP JOB) when appropriate and practical. Approvals for all messages and materials shall be obtained from CHP Contract Administrator at each juncture.
- 6) The CHP shall maintain ownership rights to all materials created for the use of promoting, advertising, and communicating a campaign under this contract. At the completion of each campaign, Contractor shall turn over all materials, including, but not limited to, graphics, audio, video, pamphlets, and DVD's to the CHP Contract Administrator.

D. Media Buys

- 1) Contractor shall provide a single company principal to work with CHP Contractor Administrator or designee. The Contractor shall provide the name and resume of the principal(s) with demonstrated media buying experience. The company principal may, at the sole discretion of the CHP, designate an alternate senior staff point of contact. The acceptance of the alternate senior staff by CHP shall not reduce or inhibit access to the company principal by CHP. The CHP reserves the right to request a replacement at any time.
- 2) Contractor shall notify the CHP Contract Administrator or designee before purchase of all forms of media. Contractor shall provide counts, estimated viewing audience, and other measures of the public's exposure to all media buys. In the event an identified group is not within the footprint of any California media market, Contractor shall have the necessary resources to purchase media time/space in out-of-state markets, e.g., Oregon, Arizona, Nevada, Texas, New York, Florida, that service the identified group. Additionally, bidder shall have access to use of media software to include, but not limited to, Arbitron Rating Service (radio), Nielsen Rating Service (television), Scarborough, Tapscan, and Standard Rate and Data Service (SRDS).
- 3) Contractor shall purchase media including, but not limited to transit or outdoor advertising, the printing and posting of billboards, broadcast radio/television for use throughout California, and shall purchase additional media as requested by CHP. The Contractor shall secure optimum placement of message (e.g., market and medium) for the lowest possible price per unit. The Contractor shall attempt to negotiate no-charge spots for each paid spot.
- 4) Contractor shall secure and provide, with submitted invoice(s), proof-of-performance from selected media and provide them to CHP Contract Administrator or designee.
- 5) Contractor shall be responsible for all up front production/distribution costs as it relates to all media campaigns.
- 6) The Contractor shall use the market research identifying sub-populations of interest to guide the media buys for each campaign.

E. Post-Campaign Evaluation of Effectiveness

- 1) At the completion of each campaign, the Contractor shall be responsible for preparing an extensive post-campaign report evaluating each element of traffic safety performed for the project. The report should document, at a minimum, the campaign's original goals, the Contractor's performance on each specified task, outcomes and results of the campaign, copies of all materials created for the campaign, a media analysis, and recommendations for improving future campaigns. The report should be provided to CHP within 30 days of the final airing of media for a campaign.
- 2) In the event more than one element is used, the Contractor shall be responsible for comprehensively documenting and evaluating each activity and results.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

- 3) The Contractor shall compare the effectiveness of paid versus unpaid advertising.
- 4) Contractor shall conduct a post-campaign survey for comparison with the initial market research that was conducted. Survey results shall be provided to CHP in writing.
- 5) Contractor shall make a correlation of the public education campaign measured at least in terms of audience exposure and campaign awareness.

F. Reporting Requirements

For each requested element for service associated with this agreement, the Contractor shall prepare a report which may include, but is not limited to:

- Target audience identification methodology and results.
- Pre-, mid-, and post-public awareness related data analysis and comparison.
- Message reach and effect on attitudes, beliefs, and behaviors.
- Paid versus earned media analysis.
- The overall effectiveness of the enforcement and public awareness efforts regarding highway safety.
- Recommendations for future enforcement and education campaigns.
- Comprehensive documentation of the evaluation activities and results.

G. Project Personnel

Contractor shall provide a single company principal to work with CHP Contractor Administrator or designee. The Contractor shall provide the name and resume of the principal(s) with demonstrated media buying experience. The company principal may, at the sole discretion of the CHP, designate an alternate senior staff point of contact. The acceptance of the alternate senior staff by CHP shall not reduce or inhibit access to the company principal by CHP. The CHP reserves the right to request a replacement at any time.

Within 15 days of notification of award of agreement, Contractor shall submit to CHP a staffing plan. The staffing plan shall include, at a minimum:

- a) Position titles for all proposed employees (persons on the proposing firm's payroll).
- b) Include a job description or duty statement for each position title or classification that will perform work under this project. The job descriptions must indicate the typical tasks and responsibilities that will be assigned to the position and may include desired or required education and experience.
- c) Identify by name and/or position title, each key staff person that will have primary responsibility for managing, directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants and who will maintain effective communications with CHP (i.e., Project or Program Manager, Project or Program Director, Contract Manager, etc.).
 - i. Briefly, describe each person's expertise, capabilities and credentials.
 - ii. Emphasize any relevant past experience in directing, overseeing, coordinating or managing other government projects.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

H. Miscellaneous

- 1) Contractor shall be responsible for all subcontracted work and shall require prior approval from the CHP Contract Manager prior to work being performed. Each subcontracted item shall be itemized, clearly labeled as “subcontracted” on Contractor’s invoice, and shall reflect the subcontracted labor and materials separately. The subcontractor’s invoice shall be submitted as supporting documentation with Contractor’s invoice. The CHP Contract Manager shall, at any time, be permitted to request Contractor obtain additional bids for all subcontracted work.
- 2) Shipping, courier, and messenger costs shall be prepaid by Contractor, and then submitted to CHP on monthly invoice for payment. Contractor shall include a copy of the original bill when invoicing CHP for all such charges. If it is anticipated that the shipping, courier, or messenger charges will exceed \$100, Contractor shall contact the Contract Manager and request authorization for charges prior to services being performed. If prior authorization is not obtained, CHP is liable only for those charges approved by the Department of General Services, Transportation Management Unit.
- 3) Travel by the Contractor shall be permitted only when related to the facilitation of successfully completing campaign requirements (i.e.: focus groups). All requests for travel by the Contractor shall be made to, and approved by, the CHP Contract Administrator prior to travel. Approval for travel charges will not be guaranteed if request to travel is not made beforehand. Travel expenses for meals, lodging, and mileage shall be reimbursed at current Department of Personnel Administration (DPA) reimbursable rates and only upon submission of valid, supporting travel receipts. Expenses for per diem and mileage shall be included on invoice(s) for that work performed and a CHP 82, Non-State Employee Expense Claim, Attachment 1, shall be completed and attached to the invoice(s).

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the state agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name:	Denise Tapia
Office:	Office of Media Relations CHP Headquarters
Address:	601 North 7 th Street, Bldg A Sacramento, CA 95811

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Payment Provisions

Invoices for payment shall be submitted to CHP Contract Administrator by the 15th of each month (or the next business day when the 15th falls on a weekend). Contractor shall submit separate itemized invoices for each campaign. Invoices must include documentation necessary to support and substantiate evidence of progress, and deliverables as required by the agreement. Media buys and all project related expenses for each campaign shall be billed to CHP for the actual costs, plus commission, and be submitted with proof of original invoice from media company. For all other project related expenses purchased and/or performed outside of Contractor's facility/personnel, the itemized invoice shall include for each specified project, the name, title, hourly wage rate, and number of hours worked of personnel who provided services.

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

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

**EXHIBIT B
(Standard Agreement)**

5. **Rate Schedule**

Personnel Titles and Hourly Rates TBD Upon Award

SAMPLE

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Contractor shall have a principal place of business located within a 100-mile radius of CHP Headquarters located at 601 North 7th Street, Sacramento, CA 95811. The CHP shall make an on-site inspection prior to the award of the contract to confirm the location and the availability of resources necessary to satisfactorily perform this contract. Meetings regarding services under this agreement shall be held at CHP Headquarters, or at a place designated by the CHP Contract Administrator or designee. Travel to CHP Headquarters, or the designated location, will be at Contractor's expense.
2. All services relating to the contract, including but not limited to, the availability of contract funding, pre-campaign meetings, campaign proposal cost evaluations, requests for media services from vendor, request for funding allocation from the media contract, and review and payment of invoices shall be facilitated exclusively through the contract manager.
3. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to Contractor.
4. If Contractor shall be temporarily unable to provide services, the state, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the agreement rate.
5. Agreement may be amended by mutual written consent of the parties hereto.
6. Failure to comply with Specifications, Terms and Conditions, or failure to be responsive to the needs of CHP, shall be cause for termination of this agreement.
7. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - a. This contract is valid and enforceable only if sufficient funds are made available to the state by the United State Government for the fiscal year 2010 through 2012 for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - b. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - c. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
8. The state makes no commitment, oral or written, as to the dollar amount to be expended under the agreement.

ATTACHMENT 1

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
NON-STATE EMPLOYEE EXPENSE CLAIM
 CHP 82 (Rev. 11-99) OPI 071

INSTRUCTIONS:

- Prepare and sign this form in blue ink only. Receipts are required for all expenses.
1. For trips less than 24 hours: breakfast (up to \$6) and/or dinner (up to \$18)
 2. For trips over 24 hours: breakfast (up to \$6), lunch (up to \$10), dinner (up to \$18).
 3. Incidentals are earned for each 24-hour period.
 4. Lodging: up to \$84 plus taxes with an itemized receipt. There is no reimbursement for lodging without a receipt.
 5. Submit invoice in triplicate to the California Highway Patrol official approving your expenses.

NAME	SOCIAL SECURITY OR FEDERAL I.D. NUMBER	CONTRACT/GRANT NUMBER/PROJECT NAME
ADDRESS (STREET NUMBER, CITY AND ZIP CODE)	DATE SERVICES PROVIDED	

PURPOSE OF TRIP

TRAVEL EXPENSES

DEPARTURE & RETURN TIME		LOCATION	MILEAGE	LODGING	MEALS <i>(attach receipts)</i>			INCIDENTALS
TIME	DATE				BREAKFAST	LUNCH	DINNER	
Subtotals								
Total lodging, meals, incidentals								
Air fare <i>(attach copy of ticket)</i>								
Miscellaneous expenses <i>(attach receipts)</i>								
VEHICLE LICENSE NUMBER		MILEAGE DRIVEN						
				@		per mile		

INVOICE TOTAL

<i>I certify these charges are actual expenses incurred in connection with my services.</i>	CLAIMANT'S SIGNATURE	DATE	APPROVED BY
---	-----------------------------	-------------	--------------------