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Secretary for
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Air Resources Board

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Edmund G. Brown Jr.
Governor

REQUEST FOR PROPOSAL (SECONDARY) Notice to Prospective Proposers RFP No. 14-600

May 28, 2015

You are invited to review and respond to this Request for Proposal (RFP) No. 14-600, titled, "Media Outreach Campaign for Stakeholder's affected by California's Truck and Bus Regulation." In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register (CSCR) at: <http://www.eprocure.dgs.ca.gov/pd/CSCRAAds.htm>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register online at: <http://www.bidsync.com>.

The Air Resources Board (ARB) deadline for receipt of proposals is **June 17, 2015, no later than 1:00 p.m. Pacific Daylight Time (PDT)**. Neither late received, faxed, or emailed proposals are acceptable. **All late, faxed, and emailed proposals will be rejected** and returned to the potential proposer. Sealed proposals must be received on or before the date and time specified herein at the following location:

Mailing and Street Address:

Air Resources Board
Contracts Section
Attn: Andrea Sutton
1001 I Street, 20th Floor
Sacramento, CA 95814

You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal reaching the contact person after the deadline date and time will be returned unopened.

In the opinion of the Air Resources Board this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, contact person listed below. **All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person and not through the BidSync system.**

Contact: Andrea Sutton
Email: asutton@arb.ca.gov

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

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I. PURPOSE / BACKGROUND / SCOPE OF WORK:

A. PURPOSE

This Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified contractors to complete tasks identified by the California Air Resources Board (ARB) to develop and implement a media and information outreach campaign that targets stakeholders affected by California's Truck and Bus Regulation.

The purpose of this contract is to conduct an effective media outreach campaign to inform and educate key stakeholders about important Truck and Bus Regulation (and potentially other diesel-truck related regulation) milestones and financial opportunities. In addition, the Contractor is tasked with developing effective advertising mechanisms that improve compliance rates among fleets.

Outreach materials developed must resonate with the target audience most affected by the regulation. The outreach materials must speak to perceived challenges associated with compliance and include information about programs/outreach efforts most likely to increase compliance. Using a comprehensive selection of these media outreach efforts, the ARB) wants to primarily target in state and out-of-state owner-operators and small fleets in an effort to reach those least likely to be in compliance with California's diesel truck regulations or unaware or confused by the Truck and Bus regulation.

This is a 24 month term contract. This project has a budget amount of **\$500,000**. The total bid for labor costs must not exceed \$200,000. Proposals exceeding this amount will be deemed non-responsive and ineligible for award.

B. BACKGROUND

The Truck and Bus Regulation requires the one million trucks that operate annually in California (including some out-of-state and out-of-country trucks) to meet particulate matter (PM) and oxides of nitrogen (NOx) emissions requirements to achieve California's air quality goals and obligations under the federal Clean Air Act. To comply with the regulation, fleet owners shall be required to transition from older higher emitting vehicles to newer lower emitting vehicles.

The regulation affects a significant number of in state and out-of-state businesses, including agriculture, construction, and those involved in long-haul goods movement. A significant proportion of fleets affected are small businesses, do not have environmental consultants on staff, and do not understand air pollution issues/available compliance options, have language barriers, are under fiscal constraints, and have confusion and uncertainty due to the rule amendments.

Emission reductions projected during the rulemaking process will be fully realized only if the regulatory effort is matched by an active compliance assistance and outreach effort. If adequate resources are not expended, barriers inherent to this regulated community will lead to large-scale noncompliance and aggravate public health issues due to excess emissions.

The next sections outline an activity mix that embodies this media outreach campaign, including paid media activities and online marketing.

C. SCOPE OF WORK

The Contractor is responsible for developing and delivering messages using effective media strategies that avoid complexity and direct the target audience to accurate information. Repetition of a narrow and focused message will have the best chance of motivating positive behavior among the target audience and allow the Contractor to connect ARB with those in need of compliance information. In addition, the Contractor is responsible for upholding the look and impression of ARB’s existing outreach materials. The Contractor will work closely with ARB staff to develop key messages and obtain approval on all materials.

See **Attachment 10**, Draft Standard Agreement, Exhibit A, for a detailed Scope of Work.

II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the proposer to carefully read and follow all proposal requirements within this RFP. Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus, ineligible for award.

A. Key Action Dates

Below is the tentative time schedule for this RFP. ARB reserves the right to modify the RFP and/or change the date and time at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted on the eProcurement system of the State of California at: <http://www.bidsync.com>.

1. ARB reserves the right to modify or cancel in whole or any part of this solicitation.
2. Clarifications to the solicitation will only be provided in the form of a written addendum to all proposers.

Key Actions	Dates	Time
RFP available to prospective proposers	5/28/15	N/A
Written Questions Submittal Deadline	6/4/15	5:00 p.m.
Questions and Answers Addendum Posted	6/10/15	N/A
Final Date for Proposal Submission/Receipt by ARB	6/17/15	1:00 p.m.
Review/Evaluation of Proposals	6/18-6/19/15	N/A
Posting of Intent to Award Notice(s) (Notice is posted for five days)	6/22/15	N/A
Contract forms sent to Successful Proposer	6/30/15	N/A
Signed Contracts returned to ARB for counter signature	7/3/15	N/A
Contract to DGS for approval	7/3/15	N/A
Contract Approved & Executed – work begins	7/17/15	N/A
Project Complete	6/29/17	N/A

Dates listed above are estimates only, and subject to change at ARB’s sole discretion. The date work begins will be considered to be different from the actual start date of the contract/agreement. No work shall begin until all required approvals and signatures, including DGS Office of Legal Services if applicable, are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed electronically to:

Air Resources Board
Contracts Section
Contact: Andrea Sutton
Phone: 916.324.2186
Email: asutton@arb.ca.gov

Questions must be received by the date and time specified under Section II, A. Key Action Dates. Answers to all questions submitted will be in the form of an addendum posted to the DGS California State Contracts Register (CSCR) website <http://www.eprocure.dgs.ca.gov/CSCRADs.htm>. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants. All questions must be submitted referencing the RFP number in the subject line, directly to the above listed contact person and not through the BidSync system.

C. General Proposal Requirements

1. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section I.C Scope of Work and Section III, Proposal Requirements) will not be considered and will cause a proposal to be rejected.

D. Submission of Proposals

1. The original proposal must be marked "ORIGINAL COPY." Submit five (5) copies of the proposal. (There will be six (6) total, one (1) original plus five (5) copies).

All additional proposal sets may be photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings such as spiral binding, 3-hole punch, etc.).

Also to conserve paper, we require double-sided pages, single or one-and-a-half spacing. Please do not include lengthy, oversized company brochures. Please do not include oversized tabs. Please do not submit an electronic copy of your proposal. Any extra items submitted with the proposal shall be clearly marked and identified as to the name of the proposer and the RFP number.

2. Proposals must be submitted no later than the date and time indicated in Section II.A, Key Action Dates, and must be addressed as follows in Item 3.

Proposals received after this date and time will not be considered and will be returned unopened.

3. Packaging/Mailing/Delivery Instructions

The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with "DO NOT OPEN" (see sample below)

- a) Responses to this RFP shall be submitted to ARB in one (1) sealed package/envelope containing the original and five (5) copies. One (1) sealed package/envelope containing the Technical Proposal and all other required elements along with the Cost Proposal.

ONE (single) SEALED PACKAGE/ENVELOPE

Proposer Name (Agency, Firm, Individual)

Complete Address

RFP No. 14-600

**“Media Outreach Campaign for Stakeholder’s affected by California’s
Truck and Bus Regulation”
REQUEST FOR PROPOSAL
DO NOT OPEN**

- b) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided. Label (as instructed above), and mail or deliver package to the following location:

MAIL OR DELIVER* TO:

Air Resources Board
Contracts Section
Attn: Sue Bayoneta
1001 I Street, 20th Floor
Sacramento, CA 95814

- * If your proposal is hand delivered, you must contact the analyst Sue Bayoneta (916/445-5596), to insure your proposal is received prior to Proposal Submittal Deadline indicated in Section II.A. Key Action Dates.

4. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section III, A., Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
5. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State’s waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.

6. Air Resources Board may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
7. The State reserves the right to reject all proposals.
8. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers, none of the participants in such collusion will be considered, in this or future procurements.

E. Modification and/or Withdrawal of Proposals

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to ARB signed by the Proposer or an agent authorized in accordance with Section II G, titled "Signature." A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

F. Proposer Responsibilities

1. Proposers should carefully examine the entire RFP, paying special attention to the tasks and deliverables found in **Attachment 10**, the Draft Standard Agreement, Exhibit A, Scope of Work. Proposers shall investigate obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of the requirements.
2. Before submitting a response to this RFP, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements. It is the proposer's responsibility to complete and submit all required attachments as listed on **Attachment 1**.
3. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to ARB.
4. It is the **Proposer's responsibility** to promptly notify ARB's contract analyst identified in this solicitation, in writing, either by letter, fax, or e-mail, if the proposer believes that this solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of this solicitation in order that the matter may be fully considered and appropriate action taken by ARB prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question and answer period

referenced in Section II.A., Key Action Dates. All such correspondence received after the question and answer deadline will not be considered.

5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses as listed on: www.dgs.ca.gov/ols.
6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. The Proposer must provide evidence such as resumes, letters of reference and project summaries that summarize the team's specific experience in developing and managing marketing/media advertising outreach campaigns effectively. The Proposer must show evidence demonstrating they have extensive knowledge and expertise in constructing, implementing, and measuring media ad campaigns. . The evidence must illustrate that the Proposer has the qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. The evidence should be of the same and/or similar services specified in Exhibit A, Scope of Work. Proposers must complete the Proposer References Form, **Attachment 2**.
8. The Proposer must own and operate a legitimate business. If the Proposer is a corporation, said corporation must be registered in the State of California to operate said business in the State and be a corporation in good standing with the Secretary of State. All businesses must be registered with the Secretary of State or appropriate State jurisdiction prior to date of contract award. Evidence of registration will be from the Secretary of State's website: <http://kepler.sos.ca.gov>.

All business entities doing business within the State and not operating as a corporation or partnership must be registered with the appropriate jurisdiction (county or city). All businesses not registered with the appropriate jurisdiction, or with the Secretary of State, prior to award date will be deemed non-responsive and ineligible for contract award.
9. The Proposer must complete and submit to ARB, the Payee Data Record (STD 204), **Attachment 3**, to determine if the selected proposer is subject to State income tax withholding, pursuant to California Revenue and Taxation Code, Section 18662. This form can be found on the Internet at: www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to ARB.
10. The Proposer must sign and submit to ARB, page one (1) of the Contractor Certification Clauses (CCC-307), **Attachment 6**, or the form can be obtained via the Internet at: www.dgs.ca.gov/ols.
11. It is unlawful for any person engaged in business within this State to sell or use any article of product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

G. Signature

All documents requiring signatures contained in the original proposal package must have original signatures.

1. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
2. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm and must be duly authorized to sign the contract/agreement if selected for award.

H. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code, Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the evaluation process has been completed.

I. Socio-Economic and Preference Programs

1. **Disabled Veteran Business Enterprise (DVBE) Incentive – *Optional***
This solicitation does not require a minimum amount of Disabled Veteran Business Enterprises (DVBE) participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on Attachment 2, titled Bidder Declaration GSPD-05-105 and confirmed by the State.

The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

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

2. Small Business or Microbusiness Preference – Optional

If Proposer is claiming the 5% certified Small Business or micro business preference, or is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusinesses, **Attachment 2** (GSPD-05-105 Bidder Declaration) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

3. TACPA Preference – Optional

Please see website at:

<http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx> for information on applying for the TACPA preference in accordance with the Target Area Contract Preference Act.

4. Darfur Contracting Act Certification – Mandatory

Please complete and submit **Attachment 7** with your proposal.

5. Iran Contracting Act – If Applicable

Please complete and submit **Attachment 8** with your proposal.

6. Preference and Incentive Application – Optional

a. DVBE Incentive Points are factored by multiplying a proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the proposer's total points. In the Table 2 sample below, Proposer B received a 60 point incentive (.05% commitment x 1200 total points available) which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.

b. Small Business Preference is calculated by multiplying 5% of the highest scoring non-small business proposer, and adding those points to small business proposers and non-small businesses subcontracting 25% or more to a small business. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified Small Businesses (A and C).

c. Under the High Score Method, it is possible to displace a high point certified Small Business with the application of the DVBE Incentive.

TABLE 1: HIGH SCORE METHOD SAMPLE

Available points example using sliding scale:

Administrative: 200 points

Technical: 400 points

Cost: 600 points

Total: 1200 points

Possible Maximum 60 points
DVBE incentive calculated as follows:

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36
4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS

Proposer	A	B	C
Responsive/Responsive	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points Applied	57.75	0	57.75
Subtotal	1107.75	1155	1182.75
Rank	3	2	1
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

III. PROPOSAL REQUIREMENTS (TECHNICAL)

A. Technical Proposal Requirements

The proposal must contain the following components, information and documents outlined below. Each requirement's location must be listed in the Proposal's Table of Contents. Also see Section II, D, Submission of Proposal, for general submittal details.

1. Minimum Qualifications

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications. Submit all applicable

documentation. Proposals that do not meet the minimum qualifications will be determined non-responsive and ineligible for award.

Staff Minimum Qualifications

- Project Manager must have a minimum of five (5) years of experience in marketing, media production, outreach, branding, and large-scale (total project value of at least \$500,000.00) multi-media advertising and communication campaigns conducted on the behalf of a local and/or state government or public entity. Proposer must provide a resume and any additional supporting documentation available that identifies the agencies worked with, summary of worked performed, time spent on each project (duration and approximate number of hours worked) and the project dollar value.
- At least one (1) member of the team must have completed a project that demonstrates understanding of how to develop a strategic communication/outreach plan that will effectively educate and motivate a targeted, but varied audience both in California and out-of-state. The team member should have experience creating awareness of (and foster compliance with) public health and/or environmental programs. Proposer must submit a resume and any additional supporting documentation available that summarizes the team member(s) relevant experience and qualifications.
- At least one (1) member of the team must have completed a project that demonstrates experience designing online marketing/media campaign(s) to advance education/information among targeted, but diverse audiences through the deployment of creative products. Proposer must submit a resume and any additional supporting documentation available that summarizes the team member(s) relevant experience and qualifications.
- At least one (1) member of the team must have direct experience organizing, designing, and implementing a public media outreach campaign using a combination of mechanisms from two (2) or more of the following categories: fueling station pump toppers; radio advertisements; print advertisements in a publication or periodical; saturating the internet with online regulatory advertisements/announcements. Proposer must submit a resume and any additional supporting documentation available including proof of work completed in this capacity.

Proposer (Company/Firm) Minimum Qualifications

- Proposer must have completed a minimum of two (2) multi-year (project duration of at least two (2) years) large scale (total project value of at least \$500,000.00) projects that demonstrates effective web advertising, media, branding, strategic communications, research and analytics, and outreach events. Proposer must submit a resume and any additional supporting documentation available that summarizes the relevant experience and qualifications.

- Proposer must have completed a minimum of one (1) multi-year (spanning at least two (2) years in length) large scale (total project value at least \$500,000.00) public media/outreach project working with a local and/or state government or public entity, in public health or environmentally related topics, and/or both. Proposer must submit a resume and any additional supporting documentation available that summarizes the relevant experience and qualifications.

2. Title Page

The purpose of this page is to provide in one location information needed by ARB administrative staff. It must contain the following items:

- i) the title of the proposal, which must be the same as the title of the RFP; and
- ii) the number of the RFP, 14-600; and
- iii) the date of proposal;

3. Cover Letter / Letter of Commitment

This introductory letter must be on the company's letterhead and include the following information and statements:

- i) The name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address for our records]; and
- ii) The name, title, and signature of a company official authorized to bind the proposal.

4. Table of Contents

5. Summary

The abstract shall not be longer than one page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.

6. Required Attachments

The Technical Proposal must include all of the completed attachments listed in **Attachment 1**, Required Attachment Check List.

7. References

Each proposer must provide at least three (3) references detailing experience related to public outreach/information campaigns that involve online and paid media project aspects. One (1) of the three (3) references must be related to a multi-year, large scale project (total project value of at least \$500,000.00) for a state/local government or other public entity other than ARB in public health or environmentally related topics, and/or both as defined above under "Proposer (Company/Firm) Minimum Qualifications."

References must be provided using **Attachment 2**, Proposer References Form. Submission of this attachment is mandatory. Failure to fully complete

and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. **Attachment 2** may be copied for additional references.

8. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please use **Attachment 5**, Bidder Declaration Form (GSPD 05-105), to list all subcontractors used for this project.

9. Technical Portion

The technical portion of the Proposal must include a written response to all scoring elements listed in the Technical Evaluation Scoring Criteria, Section IV.B and must include the following:

a. Project Management Plan

The Proposer shall provide a project management plan including the management structure and project organization. The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State.

Proposers should include methods to measure project progress against the plan to maintain the project schedule.

b. Methodology (Approach to the Work)

The Proposer shall describe the overall approach to the work, identify specific techniques and methodologies that will be used and specific administrative and operational management expertise that will be employed in order to accomplish the tasks listed in this RFP under the Scope of Work, Section I,C.

Proposer should demonstrate knowledge and have the ability to effectively develop and manage marketing/media advertising campaigns. Proposer should provide an overview of required tasks and expected outcomes. Proposer shall outline a process for advertising they develop that promotes positive, effective messaging. Proposer should demonstrate the logic and feasibility of the methodology and technical approach in the proposal.

Proposer shall outline the sequence and relationships of major steps, and methods for performing the actual work. Proposer should show that their technical approach is completely responsive to all written specifications and requirements by addressing the following (See **Attachment 10**, Draft Standard Agreement, Scope of Work):

Task 1: Proposer identifies the publications in which advertisements will be negotiated. For each publication, the Proposer describes how many

issues advertisements will occur in, size of advertisements, and how many designs will be developed and rotated. In addition, Proposer shall identify companion websites (and standalone websites) in which online banners will be placed.

Task 2: Proposer identifies the number of placards that will be placed in total, by state, and an average per fueling station. In addition, the Proposer shall specify how many times advertisements will be placed, and the number of designs the proposer will create.

Task 3: Proposer identifies which station(s), average spots per month (per station), and number of unique 30-second spots they intend to develop/rotate for both Spanish and English stations.

Task 4: Proposer shall present a plan that describes the most effective advertising approach using Facebook and Google AdWords. The method shall outline frequency of advertisements and budget type proposed. The Proposer shall describe how this approach will reach the intended audience of the ad campaign.

Proposer must present a plan that identifies methods and key steps that will be taken to negotiate additional/free promotional opportunities. Promotions may include, but are not limited to, additional online/print/radio advertisements and radio station interviews.

c. Work Plan and Work Schedule

The Proposer shall develop a Work Plan and Work Schedule for task completion. The Work Plan and Work Schedule shall identify each major task, necessary subtasks (including advertisement timeframes and run times within each category), and milestones by which progress can be measured. The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide the responsible party for performing the task, and anticipated dates of completion. The Work Plan and Work Schedule must reflect the total project timeline of 24 months. See Section I, C, Scope of Work, for details on the tasks required.

d. Personnel / Experience / Work Samples

For this criterion, reviewers will rate the Proposer's experience in and breadth of knowledge in marketing and outreach or related strategic communication, specifically associated with public health or environmental related issues. The Proposer should indicate how skills developed in previous related work, such as paid media advertising campaigns will be applied.

The Proposer shall list all research/technical staff who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each research/technical staff person, a statement indicating how many hours each professional will be assigned to the agreement and what tasks each professional will perform.

The selected Proposer shall not cause key members of the project team to be substituted without prior written approval of the State.

The Proposer shall provide samples of previous work developed for a former media outreach campaign. A minimum of four (4) samples must be provided that include a combination of advertisements created from two or more of the following categories: publication or periodical advertisements, fueling station pump toppers, radio advertisements/public service announcements, and online media. At least two (2) samples must be aimed at promoting public health and/or environmentally related programs.

B. Cost Proposal Requirements

The cost breakdown (Cost Proposal) shall be included in the Technical Proposal. Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section I., Socio-Economic and Preference Programs) and all information listed in Cost Detail (below). Proposers must use the Contractor Cost Sheet, Exhibit B, **Attachment 9**.

All costs must be provided for each task on the Contractor Cost Sheet, Exhibit B, **Attachment 9**.

ARB's budget for the proposed contract is limited to \$500,000. The total bid for labor costs must not exceed \$200,000. Any cost proposals exceeding this amount will be disqualified and ineligible for award. Proposers shall submit a cost proposal for all tasks described in Section I C., Scope of Work:

1. Cost Detail

a) Itemized Tasks – Using Exhibit B, **Attachment 9** Contractor Cost Sheet, provide rates for specific tasks listed in Section I C., Scope of Work.

For all tasks, the Proposer must include all costs, such as labor, personnel, subcontractors, travel, meetings, supplies and materials, reports, and tax, if applicable, as necessary to perform and complete these tasks on the Contractor Cost Sheet, Exhibit B, **Attachment 9**.

b) Subcontracts / Subcontractors – If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please see **Attachment 5**, Bidder Declaration Form, to be completed and signed by all Proposers.

2. Page Headers and Page Numbering

All pages of the Cost Proposal; the Bidder Declaration Form GSPD-05-105 (**Attachment 5**); and, if applicable, any forms pertaining to socio-economic preferences (small business, DVBE), shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
RFP No. 14-600
Exhibit B, Attachment 1
Page # of ##

IV. EVALUATION, SELECTION, AND AWARD

A. Administrative Evaluation

Phase 1: ARB will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the proposer meets the minimum qualifications in conformance with the submission requirements. During evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

1. Responsive and Responsible Proposer

Proposals and Proposers must meet all of the minimum qualification requirements stated in the RFP. Each proposal will first be reviewed to ensure the following items: proposal is received by date and time specified; proposal contains all the required documents (see **Attachment 1**, Required Attachment Checklist); and that the proposal meets the format requirements specified. A responsive proposal from a responsible Proposer is one that meets the definitions as stated below.

a) Definition of Responsive/Compliant Proposal:

A Proposer's solicitation response must be compliant with solicitation requirements without material deviation from the terms and conditions of the proposed contract.

A non-responsive proposal is one that does not meet the requirements stated in the RFP; fails to provide all required documents/ attachments or deviates substantially from requirements. *A proposal that changes the terms and conditions of the RFP or the proposed contract provisions will be considered as a counterproposal and will be rejected as non-responsive.*

b) Definition of Responsible Bidder/Proposer:

The question of whether a particular proposer is responsible involves an evaluation of the Proposer and other factors existing at the time of evaluation. If it is determined that you are not a responsible Proposer, your proposal will be rejected.

In determining whether a Proposer is a responsible Proposer, ARB requires proposer(s) to submit evidence of their qualifications at such times, and under such conditions, as required. See **Attachment 1**, Required Attachment Check List.

B. Technical Evaluation Scoring Criteria

Phase 2: ARB will conduct an evaluation of the Technical Proposal by an evaluation committee consisting of ARB employees and/or California Environmental Protection Agency employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not be voting members of the panel nor participate in the scoring process.

The evaluation team members will review each proposal and assign points for each criterion discussed below using the consensus scoring methodology. The reviewers will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores.

1) Scoring Criterion Guidelines

NOTE: There will be no individual sheets, no written scores, and no written notes. There will be one final score sheet for each bidder.

The following criteria will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the Proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

Scoring Methodology

% of Points Awarded	Interpretation	General Basis for Point Assignment
0%	Inadequate	Fails to address the requirement(s) being scored or proposer does not describe any experience related to the requirement(s). The omission(s), flaw(s), or defect(s) are significant and unacceptable.
20%	Barely Adequate	Minimally addresses the requirement(s) being scored, but one or more major considerations of the requirement(s) are not addressed, or addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
40%	Adequate	Proposal response (i.e. content and/or explanation offered) is adequate to meet ARB's needs, requirements or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
60%	Good	Proposal response fully addresses the requirement(s) being scored. Good degree of confidence in the contractor's response or proposed solution. Minimal weaknesses are acceptable.
80%	Excellent	Proposal response fully meets ARB's needs, requirements or expectations with a high degree of confidence in the contractor's response or proposed solution. Proposer offers one or more enhancing feature, method or approach exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the contractor's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach, or an exceptional solution.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score. For each technical scoring criteria, numbers will be rounded up or down to a full digit (e.g., 4.5 will be rounded up to 5, and 4.4 will be rounded down to 4).

2) Cost Points

Proposers may achieve a maximum of 30 cost points. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by ARB for this contract (Section III, B). Any proposals submitted that are over the expected expenditure/budgeted amount will be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the bidder's cost, multiplied by the maximum number of cost points available (30), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total Cost Points Available}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\frac{\$300,000 \times 30}{\$350,000}$	26
B	\$325,000	$\frac{\$300,000 \times 30}{\$325,000}$	28
C	\$300,000	$\frac{\$300,000 \times 30}{\$300,000}$	30

Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	60	26	86
B	64	28	92
C	69	30	99

In this case, the highest scored proposal from Bidder C would be the intended awardee.

Preferences will be applied as required to eligible proposals. Please see Section I. Socio-Economic and Preference Programs.

Odwyerpr.com

2) Proposal Evaluation Form

Name of Proposer: _____

MINIMUM QUALIFICATIONS	YES	NO
The Proposer provided a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications.		
Staff Minimum Qualifications: Project Manager must have a minimum of five (5) years of experience in marketing, media production, outreach, branding, and large-scale (total project value of at least \$500,000.00) multi-media advertising and communication campaigns conducted on the behalf of a local and/or state government or public entity. Proposer must provide a resume and any additional supporting documentation available that identifies the agencies worked with, summary of worked performed, time spent on each project (duration and approximate number of hours worked) and the project dollar value.		
Staff Minimum Qualifications: At least one (1) member of the team must have completed a project that demonstrates understanding of how to develop a strategic communication/outreach plan that will effectively educate and motivate a targeted, but varied audience both in California and out-of-state. The team member should have experience creating awareness of (and foster compliance with) public health and/or environmental programs. Proposer must submit a resume and any additional supporting documentation available that summarizes the team member(s) relevant experience and qualifications.		
Staff Minimum Qualifications: At least one (1) member of the team must have completed a project that demonstrates experience designing online marketing/media campaign(s) to advance education/information among targeted, but diverse audiences through the deployment of creative products. Proposer must submit a resume and any additional supporting documentation available that summarizes the team member(s) relevant experience and qualifications.		
Staff Minimum Qualifications: At least one (1) member of the team must have direct experience organizing, designing, and implementing a public media outreach campaign using a combination of mechanisms from two (2) or more of the following categories: fueling station pump toppers; radio advertisements; print advertisements in a publication or periodical; saturating the internet with online regulatory advertisements/announcements. Proposer must submit a resume and any additional supporting documentation available including proof of work completed in this capacity.		

<p>Company/Firm Minimum Qualifications: Proposer must have completed a minimum of two (2) multi-year (project duration of at least two (2) years) large scale (total project value of at least \$500,000.00) projects that demonstrates effective web advertising, media, branding, strategic communications, research and analytics, and outreach events. Proposer must submit a resume and any additional supporting documentation available that summarizes the relevant experience and qualifications.</p>		
<p>Company/Firm Minimum Qualifications: Proposer must have completed a minimum of one (1) multi-year (spanning at least two (2) years in length) large scale (total project value at least \$500,000.00) public media/outreach project working with a local and/or state government or public entity, in public health or environmentally related topics, and/or both. Proposer must submit a resume and any additional supporting documentation available that summarizes the relevant experience and qualifications.</p>		
<p><i>If all Minimum Qualifications are NOT met, STOP HERE</i></p>		
<p style="text-align: center;">Scoring Items</p>		
<p>1. CLARITY AND ORGANIZATION OF PROPOSAL</p>	<p>Points Available 5</p>	<p>Points Awarded</p>
<p>This criterion will assess whether the proposal is presented in a clear, organized manner that facilitates the evaluation process.</p>		
<p>2. TECHNICAL APPROACH TO THE WORK</p>	<p>Points Available 30</p>	<p>Points Awarded</p>
<p>For this criterion, the reviewers will rate the quality of the approach to the work. Proposer should demonstrate knowledge and have the ability to effectively develop and manage marketing/media ad campaigns. Proposer should provide an overview of required tasks and expected outcomes. Proposer shall outline a process for advertising they develop that promotes positive, effective messaging. Proposer should demonstrate the logic and feasibility of the methodology and technical approach in the proposal.</p>	<p>5</p>	

<p>Proposer outlines the sequence and relationships of major steps, and methods for performing the actual work. Proposer should show that their technical approach is completely responsive to all written specifications and requirements by addressing the following (See Attachment 10, Draft Standard Agreement, Scope of Work):</p> <p>Task 1: Proposer identifies the publications in which advertisements will be negotiated. For each publication, the Proposer describes how many issues advertisements will occur in, size of advertisements, and how many designs will be developed and rotated. Proposer shall identify companion websites (and standalone websites) in which online banners will be placed.</p> <p>Task 2: Proposer identifies the number of placards that will be placed in total, by state, and an average per fueling station. The Proposer shall specify how many times advertisements will be placed, and the number of designs the proposer will create.</p> <p>Task 3: Proposer identifies which station(s), average spots per month (per station), and number of unique 30-second spots they intend to develop/rotate for both Spanish and English stations.</p> <p>Task 4: Proposer shall present a plan that describes the best approach for advertising using Facebook and Google. The Proposer shall describe how this approach will reach the intended audience of the ad campaign.</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p>	
<p>Proposer should provide a plan that identifies how they will negotiate additional/free promotional opportunities.</p>	<p>5</p>	
<p>3. WORK PLAN AND WORK SCHEDULE</p>	<p>Points Available 10</p>	<p>Points Awarded</p>
<p>For this criterion, reviewers will rate the quality of the Proposer's Work Plan. The Proposer shall develop a Work Plan for task completion. The Work Plan shall identify each major task, necessary subtasks (including advertisement timeframes and run times within each category), and milestones by which progress can be measured and payments made. The Work Plan shall specify the estimated hours to accomplish each task. The Work Plan must reflect the total project timeline of 24 months.</p>	<p>5</p>	

For this criterion, reviewers will rate the quality of the Proposer's Work Schedule. The Proposer shall develop a Work Schedule for task completion. The Work Schedule shall identify each major task, necessary subtasks (including advertisement timeframes and run times within each category), and milestones by which progress can be measured and payments made. The Work Schedule shall provide the responsible party for performing the task, and anticipated dates of completion. The Work Schedule must reflect the total project timeline of 24 months.	5	
4. PERSONNEL / EXPERIENCE / WORK SAMPLES	Points Available 15	Points Awarded
For this criterion, reviewers will rate the Proposer's experience in and breadth of knowledge in marketing and outreach or related strategic communication, specifically associated with public health or environmental related programs. The Proposer should indicate how skills developed in previous related work, such as paid media advertising campaigns will be applied.	5	
The Proposer lists all research/technical staff who will be working on the project. Including their titles, qualifications, a summary of similar work or studies performed, a resume for each research/technical staff person, a statement indicating how many hours each professional will be assigned to the agreement and what tasks each professional will perform.	5	
The Proposer provides samples of previous work developed for a former media outreach campaign. Minimum of four (4) samples contain a combination of advertisements created for a publication or periodical, fueling station pump toppers, radio advertisements/public service announcements, and online media. At least two (2) samples must be aimed at promoting public health and/or environmentally related programs. Maximum points will be awarded to Proposers that have previous advertising experience targeting owners of heavy-duty diesel trucks and/or promoting environmental programs.	5	
5. PROJECT MANAGEMENT PLAN	Points Available 10	Points Awarded
For this criterion, reviewers will rate the quality of the project management plan. The Proposer shall provide a project management plan including the management structure and project organization. The Proposer shall designate, by name, the Project Manager to be employed.	5	
Proposers should include methods to measure project progress against the plan to maintain the project schedule.	5	

6. COST	Points Available 30	Points Awarded
This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion. All other technically qualified proposals will be scored in proportion to the lowest-cost proposal.	30	
TOTAL POINTS	Maximum Available 100	SCORE

C. Proposal Rejection

1. Proposals must be submitted for the performance of all the services, as described herein. Any material deviation from the RFP will not be considered and shall cause a proposal to be rejected.
2. Proposals must be complete in all respects as required by the RFP. A proposal shall be rejected if it is conditional or incomplete, if it contains any alterations of form, or other irregularities of any kind. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counterproposal and will be rejected.
3. ARB reserves the right to reject any or all proposals for any reason. The State may reject any or all proposals and may waive any deviation deemed immaterial in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements, if awarded the agreement. All deviations will be examined to determine whether the deviation is immaterial (e.g., errors in mathematical computation or spelling). **A material deviation shall cause rejection of the proposal. A proposal shall be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.** If a deviation is deemed immaterial, then the proposal may be processed as if no deviation has occurred.
4. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the date and time specified in Section II.A., "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II.A. All such proposals received past the date and time will not be accepted, and will be returned to the proposer unopened.

D. Selection

1. Award shall be made to the responsive and responsible bidder with the highest scored proposal, within the allocated budget meeting or exceeding the minimum qualifications.
2. If no proposals are received offering a price that in the opinion of ARB is a reasonable price, ARB is not required to award an Agreement (Public Contract Code, Section 10344 (d)).
3. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State and the Contractor is notified by the Contract Manager to begin work.
4. Contract shall be signed by the selected Proposer and returned within (10) ten working days of receipt. If the selected Proposer refuses or fails to execute the contract, ARB may award the contract to the Proposer with the second highest score.

E. Notice of Proposed Award

Notice of the proposed award shall be posted in a public place in the lobby on the 1st Floor of the Cal/EPA building at 1001 I Street, Sacramento, California, and online at: www.bidsync.com for five (5) working days prior to awarding the Agreement.

Proposers have the right to protest the proposed award of the Air Resources Board Agreements subject to the following grounds, processes and procedures.

Proposers may protest by filing a notice of protest with the Air Resources Board and the Department of General Services, Office of Legal Services. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

Air Resources Board Contracts Section Attention: Manager 1001 I Street, 20 th Floor Sacramento, CA 95814 Phone Number: (916) 322-8200 Fax Number: (916) 327-2940	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
--	--

Within five (5) calendar days after filing a protest notice, the protesting Proposer shall file with the Department of General Services, Office of Legal Services, and the Air Resources Board, a detailed written statement specifying the grounds for the protest.

The Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

F. Standard Conditions of Service

1. Service shall be available no sooner than the date set by the Air Resources Board and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Air Resources Board, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the second responsive and responsible proposer or by another Contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. The State does not accept alternate Agreement language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The General Terms and Conditions GTC-610 may be viewed at Internet site: www.dgs.ca.gov/ols.
4. The State does not negotiate rates and/or costs listed on any cost proposal submitted.
5. No oral understanding or agreement shall be binding on either party.

G. Post Award Requirements

1. Prior to execution of the contract and at ARB's sole discretion, the selected Proposer must comply with the following in a manner acceptable to ARB:
 - a. Contract shall be signed by the Contractor and returned within ten (10) working days of receipt. If the Contractor refuses or fails to execute the contract, then ARB may award the contract to the next ranking proposer.
 - b. Within ten (10) working days of award of the contract, Contractor must supply ARB with all required documents, including, but not limited to insurance certificates, as specified in **Attachment 10**, Exhibit D, Section 7, to be reviewed and approved by DGS.
2. Failure to comply with any post-award requirements may result in cancellation of the award. In that event, ARB reserves the right to award the contract to the next ranking bidder.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST
For RFP # 14-600

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section IV. A. 1, regarding "Responsive/Compliant Proposal" and "Responsible Bidder/Proposer."

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposer References
_____ Attachment 3	Payee Data Record (STD. 204)
_____ Attachment 4	DVBE Instructions (Do not return, Bidder information only)
_____ Attachment 5	Bidder Declaration (GSPD-05-105)
_____ Attachment 6	Contractor Certification Clauses (CCC 307)
_____ Attachment 7	Certification of Compliance with the Darfur Contracting Act
_____ Attachment 8	Iran Contracting Act (If Applicable)
_____ Attachment 9	Contractor Cost Sheet
_____ Attachment 10	Draft Contract (Do not return, Bidder information only)
_____ Attachment 11	Work Samples

ATTACHMENT 2
PROPOSER REFERENCES FORM

Submission of this form is **mandatory**. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. By furnishing the references, the Proposer authorizes the State to contact the named company, person or entity to discuss the Proposer's past performance.

Complete the below table listing information for at least three (3) references detailing experience related to public outreach/information campaigns that involve online and paid media project aspects. One of the three (3) references must be related to a multi-year, large scale project (total project value of at least \$500,000.00) for a state/local government or other public entity other than ARB as defined above under "Proposer (Company/Firm) Minimum Qualifications."

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

Attachment 3 Payee Data Record (STD 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

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> <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 40%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input style="width: 100px; border: 1px solid black;" type="text"/> - <input style="width: 100px; border: 1px solid black;" type="text"/></p> <p><input type="checkbox"/> PARTNERSHIP CORPORATION:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS </p> <hr/> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input style="width: 100px; border: 1px solid black;" type="text"/> - <input style="width: 100px; border: 1px solid black;" type="text"/></p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18546)</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>						
4 PAYEE RESIDENCY STATUS	<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: 40px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p>								
5	<p style="text-align: center;">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> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 30%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE ()								
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p>								

Attachment 3 (page 2)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKGS, EXCEL 9/27/2004)

1	<p><u>Requirement to Complete Payee Data Record, STD. 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>

ATTACHMENT 4
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS
(09/03/09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts 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. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on 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% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) 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.

INTRODUCTION. Bidders 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 the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

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 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

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 qualify for a DVBE

incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

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/or the 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.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. 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 elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and 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.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation**. For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

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

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

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

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 Access eProcurement Training Modules including:

Small Business (SB)/DVBE Search

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

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

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.

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:

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

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

Attachment 5

State of California—Department of General Services, Procurement Division

Solicitation Number _____

GSPD-05-105 (REV 8/09)

BIDDER DECLARATION

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

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None _____
- b. Will subcontractors be used for this contract? Yes ___ No ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, Identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ___ No ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment Provided in this contract (quantity and value)? Yes ___ No ___ N/A ___

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

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

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

Page _____ of _____

State of California—Department of General Services, Procurement Division

GSPD-05-105 (REV 08/09)

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)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

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

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

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 the businesses certified by California as a DVBE.

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

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT 6
Contractor Certification Clauses

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>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued

against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractors that are not another state agency or other governmental entity.

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

ATTACHMENT 7
DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>Initials of Submitter</i>		
<i>Printed Name and Title of Person Initialing</i>		

ATTACHMENT 8
IRAN CONTRACTING ACT (If Applicable)

Pursuant to the Public Contract Code sections 2202-2208, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

**ATTACHMENT 9
CONTRACTOR COST SHEET**

(Note: After award, this becomes part of the contract as Exhibit B, Attachment 1)

Submission of this attachment is required. Failure to complete and return this attachment will cause your Bid to be rejected and deemed non-responsive. Bidder must provide an all-inclusive cost for each task below. This project has a budget amount of **\$500,000**. The total bid for labor costs must not exceed \$200,000. Each task total shall not be exceeded.

Task Cost Tables

Task 1 - Trade Publication Advertisement					
Labor Breakdown					
Name/Job Classification	Hourly Rate		No. of Hours		Cost for Task 1
Project Management	\$	x		=	\$
Media Design/Production	\$	x		=	\$
Media Planning/Placement	\$	x		=	\$
Labor and Task Total					\$

Task 2 - Diesel Pump Toppers					
Labor Breakdown					
Name/Job Classification	Hourly Rate		No. of Hours		Cost for Task 2
Project Management	\$	x		=	\$
Media Design/Production	\$	x		=	\$
Media Planning/Placement	\$	x		=	\$
Labor and Task Total					\$

Task 3 - Radio Advertisements					
Labor Breakdown					
Name/Job Classification	Hourly Rate		No. of Hours		Cost for Task 3
Project Management	\$	x		=	\$
Media Design/Production	\$	x		=	\$
Media Planning/Placement	\$	x		=	\$
Labor and Task Total					\$

*Task 4 - Online Marketing					
Labor Breakdown					
Name/Job Classification	Hourly Rate		No. of Hours		Cost for Task 4
Project Management	\$	X		=	\$
Media Design/Production	\$	X		=	\$
Media Planning/Placement	\$	X		=	\$
Labor and Task Total					\$

* Total for Task 4, Online Marketing, shall not exceed \$40,000 of contract total.

Task 5 - Progress Reports and Final Report					
Labor Breakdown					
Name/Job Classification	Hourly Rate		No. of Hours		Cost for Task 5
	\$	X		=	\$
	\$	X		=	\$
	\$	X		=	\$
	\$	X		=	\$
Labor and Task Total					\$

Combined Tasks 1-5 Total Cost

	Amount
Task 1 – Trade Publication Advertisement	\$
Task 2 – Diesel Pump Toppers	\$
Task 3 – Radio Advertisements	\$
Task 4 – Online Marketing	\$
Task 5 – Progress Reports and Final Report	\$
GRAND TOTAL	\$

The total cost per project task, as listed on the Contractor Cost Sheet, shall not be exceeded.

ATTACHMENT 10

DRAFT STANDARD AGREEMENT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER 14-600
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
Air Resources Board (ARB)

CONTRACTOR'S NAME
(Contractor)

2. The term of this June 30, 2015 through June 29, 2017
Agreement is:

3. The maximum \$
of this Agreement is:

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

Exhibit A – Scope of Work	X
Exhibit A, Attachment 1 – Comprehensive Work Plan	X
Exhibit B – Budget Detail and Payment Provisions	X
Exhibit B, Attachment 1, Contractor's Cost Sheet	X
Exhibit C* – General Terms and Conditions (GTC-610)	On-line
Exhibit D – Special Terms and Conditions	X
Exhibit E – Additional Provisions	X
Exhibit F – Final Report Format	

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.dqs.ca.gov/Standard+Language

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Air Resources Board		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 1001 I Street, Floor 20, Sacramento, CA 95814		

Exempt

EXHIBIT A **SCOPE OF WORK**

A. PURPOSE

This Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified contractors to complete tasks identified by the California Air Resources Board (ARB) to develop and implement a media and information outreach campaign that targets stakeholders affected by California's Truck and Bus Regulation.

The purpose of this contract is to conduct an effective media outreach campaign to inform and educate key stakeholders about important Truck and Bus Regulation (and potentially other diesel-truck related regulation) milestones and financial opportunities. In addition, the Contractor is tasked with developing effective advertising mechanisms that improve compliance rates among fleets. This is a 24 month term contract.

Outreach materials developed must resonate with the target audience most affected by the regulation. The outreach materials must speak to perceived challenges associated with compliance and include information about programs/outreach efforts most likely to increase compliance. Using a comprehensive selection of these media outreach efforts, the ARB) wants to primarily target in state and out-of-state owner-operators and small fleets in an effort to reach those least likely to be in compliance with California's diesel truck regulations or unaware or confused by the Truck and Bus Regulation.

B. BACKGROUND

The Truck and Bus Regulation requires the one million trucks that operate annually in California (including some out-of-state and out-of-country trucks) to meet particulate matter (PM) and oxides of nitrogen (NOx) emissions requirements to achieve California's air quality goals and obligations under the federal Clean Air Act. To comply with the regulation, fleet owners shall be required to transition from older higher emitting vehicles to newer lower emitting vehicles.

The regulation affects a significant number of in state and out-of-state businesses, including agriculture, construction, and those involved in long-haul goods movement. A significant proportion of fleets affected are small businesses, do not have environmental consultants on staff, and do not understand air pollution issues/available compliance options, have language barriers, are under fiscal constraints, and have confusion and uncertainty due to the rule amendments.

Emission reductions projected during the rulemaking process will be fully realized only if the regulatory effort is matched by an active compliance assistance and outreach effort. If adequate resources are not expended, barriers inherent to this regulated community will lead to large-scale noncompliance and aggravate public health issues due to excess emissions.

The next sections outline an activity mix that embodies this media outreach campaign, including paid media activities and online marketing.

C. SCOPE OF WORK

The Contractor is responsible for developing and delivering messages using effective media strategies that avoid complexity and direct the target audience to accurate information. Repetition of a narrow and focused message will have the best chance of motivating positive behavior among the target audience and allow the Contractor to connect ARB with those in need of compliance information. In addition, the Contractor is responsible for upholding the look and impression of ARB's existing outreach materials. The Contractor will work closely with ARB staff to develop key messages and obtain approval on all materials.

Paid media efforts include traditional advertising tasks such radio announcements, newspaper and magazine ads, and outdoor advertising. Based on market research, these activities are a practical means for reaching a large volume of fleets affected by the regulation on a much broader and wider scope. In addition, ARB has sponsored research, including phone surveys and mail-in surveys that support the selected use of media and specific media outlets. These mechanisms afford an opportunity for wide distribution of key messages, including where affected fleets can find more detailed information and fleet assessments.

Contractor shall provide services in accordance with this Scope of Work and in accordance with Contractor's Proposal marked, "Exhibit A, Attachment 1," which is attached hereto and made a part of this Agreement.

The Contractor shall perform all tasks as described below.

Task 1 – Trade Publication Advertisement

The Contractor shall design and purchase, full colored monthly advertisement space in a minimum of six (6) trucking trade publications/newspapers specified by the ARB (and listed below). In each publication, the Contractor shall display quarter-page (or larger), full colored advertisements in a minimum of 66 issues during the course of the contract term, beginning **September 1, 2015**.

The Contractor shall coordinate directly with trade publication advertising departments to ensure ads meet publication specifications and insertion deadlines. The Contractor shall also design and coordinate placement of rotating web banners on each periodical's affiliated website (when available and subject to ARB approval as some websites are not suitable for ARB materials), in conjunction with printed advertisements.

Publications to be used: Land Line Magazine; CalTrux Magazine (California Trucking News); CA Transportation News (California Construction Trucking Association); Heavy Duty Trucking (HDT) or comparable alternative; El Troquero Newspaper and or Latino Trucking (Spanish content); Desi Trucking (Punjabi content)

Publication/Banner Design: The Contractor shall develop the artwork and messaging in partnership with ARB for each publication with a minimum of two (2) unique design layouts (message may change based on ARB feedback/request) during the course of advertisement period. Mockups shall be provided with layout/content examples, and all materials are subject to ARB approval. Design appearance must be consistent with previous ARB publication advertisements, including ARB's Truck Stop color scheme, messaging and display ARB's logo appropriately. The Contractor must provide original design files to ARB to repurpose on ARB's Truck Stop website:

www.arb.ca.gov/truckstop. Materials must be translated, as appropriate, for publications targeting speakers of Spanish and Punjabi.

As part of all paid media efforts, the Contractor must develop a plan and present ways in which they will negotiate free promotional opportunities. Promotions may include, but are not limited to, web banners, additional advertisements, and opportunities for publishing ARB editorial pieces.

Dates for trade publications shall include 2015 September – December; 2016 January, July, August, October – December; 2017 January

The Contractor shall provide ARB (a minimum of) one (1) original publication issue in which the advertisement(s) was displayed. When advertisements are placed on the advertiser's website, the Contractor shall provide location details (URL), banner size, and display length.

Completion Date: Ongoing through **June 1, 2017**

Task 2 – Diesel Pump Toppers

The Contractor shall design, print, and organize placement of diesel island pump toppers at truck stop/diesel fueling stations. Full colored, double-sided placards (minimum size of 12"x20") shall be placed at locations matching the criteria outlined below. The Contractor shall design a minimum of one (1) unique design (for each three-month period) and provide ARB mockups with layout/content examples. All materials are subject to ARB approval. Contractor shall coordinate production, placement and maintenance of placards and ensure they remain at the designated location for the duration of the assignment.

Contractor shall place a minimum of 450, double-sided, placards at a minimum of 45 locations (an average of 10 placards per location) during three (3) periods (each period lasting three (3) months in length). The periods shall include November 2015 – January 2016; June 2016 – August 2016; November 2016 – January 2017.

Design must be consistent with previous ARB online/print advertisements, including components related to color scheme, messaging and display ARB's logo appropriately. The Contractor will work closely with ARB staff to ensure all designs accurately and appropriately reflect campaign goals. The Contractor must provide original design files to ARB to repurpose on ARB's Truck Stop website.

Contractor shall select diesel pump locations based on the following criteria:

- Fuel pumps shall dispense diesel fuel. Placards are not to be placed on any fuel pump that does not dispense diesel fuel.
- Truck stop/diesel fueling stations shall be located along highways, interstates, and byways that receive significant heavy-duty diesel truck traffic in California, and in neighboring states Arizona, Nevada and Oregon near the California border.
- Fuel pumps shall be accessible to heavy-duty diesel trucks with a gross vehicle weight rating of 26,000 pounds or greater.
- A minimum of 75 percent of total placards shall be placed at diesel truck stop locations within California, and a minimum of 25 percent placed in border truck stop/diesel fueling stations located in Arizona, Nevada, and Oregon.

Contractor shall submit potential locations (including station name and location) that meet the above criteria and the number of placards each station will display to ARB for approval by **September 1, 2015**.

At the end of each the three-month showing period, the Contractor shall provide detailed records of placard placement and photographic evidence showing at least 10 percent of the advertisement placards displayed at the truck stop/diesel fuel stations.

Completion date: **June 1, 2017**

Task 3 – Radio Advertisements

SiriusXM offers a unique advertising vehicle to reach those affected by California's diesel truck regulations across the nation each day. The Contractor shall design, prepare a script, choose a speaker, produce, and arrange the airing of a series of 30-second radio spots on Sirius Satellite Radio, primarily on the Road Dog Trucking Channel, starting **September 1, 2015**. The Contractor must develop a minimum of one unique 30-second spot (script/sound). Using key regulation information, the Contractor shall draft a message that directs listeners to ARB's Truck Stop website and diesel hotline. ARB staff shall approve all elements of radio advertisements including content, length, speaker, and advertising time slots. The Contractor shall ensure maximum exposure on the Road Dog Trucking Channel and arrange a minimum of 660 units (radio ads) to air during "Road Dog News" and other widespread programming that is popular among ARB's targeted audience. In addition, the Contractor shall coordinate with the station and other relevant programming, 3-5 interviews with ARB staff that focuses on the regulation and requirements.

The Contractor shall design, prepare a script, choose a speaker, and produce a series of the 30-second radio spots in Spanish. The contractor must develop a minimum of one unique 30-second spot to air on Spanish stations. The stations that target Spanish-speaking truckers can include (but are not limited to if the Contractor can identify comparable stations) the following FM networks: KLYY (Los Angeles area), KRCX (Sacramento region) and KMIX (Stockton/Central Valley region). Spanish radio advertising shall start **September 1, 2015**. ARB staff shall approve all elements of Spanish radio advertisements including content, length, speaker, and advertising time slots. The Contractor shall ensure maximum exposure on the Spanish stations and arrange a minimum of 250 units (radio ads) to air.

As part of all paid media efforts, the Contractor must develop a plan and present ways in which they will negotiate free promotional opportunities. Promotions may include, but are not limited to, "public service" announcements, additional advertisements, promotions and appearances.

Script and sounds effects for all radio ads must be consistent with previous ARB radio/public announcement messaging. The contractor will work closely with ARB staff to ensure content accurately and appropriately capture campaign goals.

Progress reports shall identify the stations where advertisements were placed, a summary of spots aired by length, and approximate times the advertisements aired.

Completion date: Ongoing through **June 1, 2017** (Placement shall occur predominantly in September 2015 – January 2016, and August 2016 – January 2017)

Task 4 - Online Marketing

The Contractor shall launch Facebook Ads and Google AdWords, and enhance web presence for ARB's Truck Stop website (www.arb.ca.gov/truckstop) and Truck Stop social media platforms (particularly on ARB's Facebook handle: ARB TruckStop). The Contractor is also tasked with building links that support search engine optimization efforts. This effort shall not exceed \$40,000 of total contract amount. The Contractor is tasked with developing the best approach to saturate the web with online advertisements, as described below.

Establish a Facebook Ad and Google AdWord Message Campaign

The Contractor shall coordinate and design/develop Google AdWords and Facebook ad/messages to be strategically placed for those seeking information (through web-based searches). The Contractor shall post quality updates and promote posts with ads to engage the target audience; in addition, Contractor shall target online groups (trucking trade groups, associations, etc.), news organizations, (trucking trade publications, environmental publications, etc.) and owner-operators and small fleets. All posts, messages, and engagement shall include links to drive individuals to the Truck Stop website. ARB will oversee all Google AdWords and Facebook ad/messages. Contractor shall make all Google AdWords and Facebook ad/messages available for ARB to evaluate.

Ad designs must be consistent with previous ARB online advertisements, including components related to color scheme, messaging and display ARB's logo appropriately. The contractor will work closely with ARB staff to ensure all designs accurately and appropriately reflect campaign goals. The Contractor must provide original design files to ARB to repurpose on ARB's Truck Stop website.

As part of all paid media efforts, the Contractor must develop a plan and present ways in which they will negotiate free promotional opportunities.

Progress reports shall quantify web advertisements efforts and provide details on where messages and ads can be accessed and located as well as original artwork design files.

Completion date: **June 1, 2015 through June 1, 2017**

Task 5 – Progress Reports/Documentation and Final Report

Contractor shall prepare and submit bi-monthly progress reports summarizing work accomplished during the reporting period, problems encountered, and solutions undertaken or proposed. The report shall include a matrix or summary that details where advertising occurred, dates/sizes of advertisements, and documentation to substantiate placement. Progress reports must be submitted to ARB by the 15th of the month following the two months covered in the report. The Contractor shall provide original copies of content published. In addition, the Contractor shall identify work planned for the next reporting period. The Contractor must also provide original design files to ARB to repurpose on ARB's Truck Stop website.

Trade Publications

The Contractor shall provide ARB (a minimum of) one original publication issue in which the advertisement(s) was displayed (for each new issue). When advertisements are

placed on the advertiser's website, the Contractor shall provide location details (URL) and display length.

Pump Toppers

By the end of each three-month showing period, the Contractor shall provide detailed records of placard placement and photographic evidence showing at least 10 percent of the advertisement placards displayed at the truck stop/diesel fuel stations.

Radio Advertisements

Progress reports shall identify the stations where advertisements were placed, a summary of spots aired by length, and approximate times the advertisements aired.

Online Marketing

Progress reports shall quantify web advertisements efforts and provide details on where messages and ads can be accessed and located as well as original artwork design files.

All Media

The Contractor shall provide original, high quality files of all media outreach materials for use on ARB's Truck Stop.

Final Report

Contractor shall compile a report with a detailed overview outlining the media outreach program effectiveness/content engagement for all paid and social media activities performed, using both quantitative and qualitative measuring techniques. Quantitative measurements shall include data collected through tracking mechanisms, such as the number of advertisements circulated for each project task, the number of views/clicks per ad, sites/pages viewed, time spent on each page and bounce rate, where site visitors are coming from and how people discover the content. Contractor shall use tools such as Google Analytics and other relevant tools used to measure engagement and response rate of pump topper and radio advertisements. Report shall include tables and charts as necessary. The report shall also include a summary of all outreach efforts used and images of materials used (mock ups, etc.), and recommendations for future outreach initiatives. See Exhibit F for an outline of the final report format.

Meetings

Prior to beginning the contracted work, the Contractor shall meet with the ARB project manager and other ARB staff. The meeting location will be at ARB's offices in Sacramento or via teleconference and will cover the overall project plan, details of performing the tasks, the project schedule, items related to personnel or changes in personnel, and any issues that should be resolved before work can begin.

The Contractor shall participate in regular progress meetings, as needed, with the ARB Project Manager and other ARB staff. These meetings will take place face to face or in the form of telephone conferences. Meetings may be weekly, monthly or as frequently as deemed necessary by the ARB Project Manager to resolve issues and to ensure the project is being completed on time and in accordance with the Scope of Work. The Contractor must be prepared for open, two-way communication with the ARB Project Manager throughout the course of the project.

TASK	TASK DESCRIPTION	DELIVERABLE	DUE DATE
1	Trade Publication Advertisements	<ul style="list-style-type: none"> • Coordinate placement of scaled design (as appropriate) and begin displaying quarter-page (or larger), full colored ad in a minimum of sixty-six (66) issues over contract period, beginning September 2015. <ul style="list-style-type: none"> ○ First round of ads (Design 1) ○ Second round of ads ○ Third round of ads (Design 2) • Coordinate placement of rotating web banners on each periodical's affiliated websites, beginning September 2015. • Bi-monthly progress reports detailing ad location, publication, URL's etc. submitted by the 15th covering previous two-months activities. 	<p style="text-align: center;">Ongoing through June 01, 2017</p> <p style="text-align: center;">Sept. 2015 – Jan. 2016 July, Aug. 2016 Oct. 2016 – Jan. 2017</p> <p style="text-align: center;">Ongoing through June 01, 2017</p>
2	Diesel Pump Toppers	<ul style="list-style-type: none"> • Provide list of fueling stations that will display ad (minimum of 45 locations/10 placards per location) with 25 percent located in states bordering CA) • First Showing <ul style="list-style-type: none"> ○ Design content ○ Print and organize placement Display 3-month period • Second Showing <ul style="list-style-type: none"> ○ Design content ○ Print and organize placement Display 3-month period • Third Showing <ul style="list-style-type: none"> ○ Design content ○ Print and organize placement Display 3-month period • Provide detailed records of placard placement and photographic evidence showing at least 10 percent of the advertisement placards displayed at the truck stop/diesel fuel stations. • Bi-monthly progress reports detailing ad location, volume of ads at each location, etc. submitted by the 15th covering previous two-months activities. 	<p style="text-align: center;">September 1, 2015</p> <p style="text-align: center;">October 01, 2015 November 2015 – January 2016</p> <p style="text-align: center;">May 01, 2016 June 2016 – August 2016</p> <p style="text-align: center;">October 1, 2016 November 2016 – January 2017</p> <p style="text-align: center;">Ongoing through June 01, 2017</p> <p style="text-align: center;">Ongoing through June 01, 2017</p>

TASK	TASK DESCRIPTION	DELIVERABLE	DUE DATE
3	Radio Advertisements	<ul style="list-style-type: none"> Design, script, choose a speaker, produce, and arrange the airing of a series of 30-second radio spots on Sirius Satellite Radio, primarily on the Road Dog Trucking Channel, to begin on September 1, 2015. Design, script, choose a speaker, and produce, a series of the 30-second radio spots translated into Spanish, to begin on September 1, 2015. Bi-monthly progress reports detailing ad stations, time slots, number of ads aired, etc. submitted by the 15th covering previous two-months activities. 	<p>Ongoing through June 01, 2017</p> <p>Ongoing through June 01, 2017</p> <p>Ongoing through June 01, 2017</p>
4	Online Marketing	<ul style="list-style-type: none"> Design round of ads to saturate web (Facebook and Google Ads) Search Engine Optimization Efforts Bi-monthly progress reports detailing ad URL's, volume of ads displayed, number of clicks/hits, etc. submitted by the 15th covering previous two-months activities. 	<p>Ongoing through June 01, 2017</p>
5	Progress Reports and Final Report	<ul style="list-style-type: none"> Each Progress Report shall cover activities for the previous two months. Draft Final Report - Detailed matrix and report outlining all media outreach Final Report 	<p>Submitted every other month March 01, 2015</p> <p>May 25, 2017</p>

D. The Project Representatives during the term of this agreement will be:

State Agency: Air Resources Board	Contractor:
Section/Unit: Division	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

Direct all inquiries to the Project Managers

The parties may change their Contract Representative upon providing a ten (10) days written notice to the other party. The notifying party shall provide complete contact information for the replacement Contract Representative to include the information provided above.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. Tasks 1 through 5: For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred as specified herein and in accordance with the rates and totals per task specified in Exhibit B, Attachment 1, Contractor's Cost Sheet.

Paid media shall be paid at cost with receipt provided by paid media company attached to each Contractor invoice submitted.

- B. Invoices shall include the Agreement Number and shall be submitted in **duplicate (1 original and 1 copy)** and no more frequently than bi-monthly in arrears to:

Air Resources Board
Attn: Accounting Section
P.O. Box 1436
Sacramento, CA 95812-1436

The Contractor shall not be paid for the payment period completed unless the invoice and a progress report satisfying the requirements in Item 2 below have been submitted to the Project Manager are deemed by ARB staff to reflect reasonable work done in accordance with the contract. Progress reports shall adhere to the reporting requirements outlined in Task 5 of the Statement of Work.

2. Progress Payments

Progress payments are permitted for work performed under this contract pursuant to Public Contract Code 10346. Progress payments will be based on bi-monthly progress and paid media invoices submitted with Contract invoice. Ten percent (10%) of each invoiced amount shall be withheld pending final completion of the contract, and receipt and acceptance by the ARB Project Manager of a final invoice.

There will not be a 10% withhold on paid Media Buys.

3. 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.

4. 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.

Odwyerpr.com

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC-610)

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

Odwyerpr.com

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, the ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

3. Potential Subcontractors

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

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. ARB reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

7. Insurance

- A. **Commercial General Liability**
Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

California Environmental Protection Agency/Air Resources Board, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

B. Automobile Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

California Environmental Protection Agency/Air Resources Board, State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.

C. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

D. General Provisions Applying to all Policies

1. Coverage term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation of Termination and Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the Contract.

8. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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EXHIBIT E
ADDITIONAL PROVISIONS

1. Computer Software

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

2. Ownership of Work and Copyrightable Materials

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

3. Copyrightable Materials

- A. ARB reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, ARB shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to ARB.
- B. ARB, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist ARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
- C. Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of ARB.
- D. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of ARB.
- E. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

4. Confidentiality of State Information

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- B. Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

5. Confidentiality of Data and Working Documents

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of ARB's Contract Manager.
- B. Permission to disclose information or documents on one occasion or at public hearings or workshops held by ARB relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Contract, or ARB's actions on the same, except to ARB staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
- D. Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

6. Evaluation of the Contractor

Pursuant to Public Contract Code (PCC) Sections 10367 and 10369, the Contractor providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Contract/Contractor

Evaluation Sheet (STD. 4), within 60 days after completion of the agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OLS) and a copy sent to the Contractor within 15 days. The Contractor shall have 30 days to prepare a statement defending his or her performance under the contract and to send it to ARB and DGS/OLS.

7. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three years after final payment under this Agreement.

8. Reports and Data Compilations

- A. With respect to each invoice period, Contractor shall forward to the Contract Administrator an electronic copy of the progress report and mail one copy of the progress report with each invoice. (Do not use Express Mail.) When e-mailing the progress report, the "subject line" should state the contract number and the billing period. Each progress report will begin with the following disclaimer:

The statements and conclusions in this report are those of the Contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

- B. Each progress report will also include:
1. A brief narrative account of project tasks completed or partially completed since the last progress report.
 2. A brief discussion of problems encountered during the reporting period and how they were or are proposed to be resolved.
 3. A brief discussion of work planned, by project task, before the next progress report.
 4. A graph showing allocation of the budget and amount used to date for each task.
 5. A graph showing percent of completion for each task.
 6. A matrix or summary that details where advertising occurred, dates/sizes of advertisements, and documentation to substantiate placement.

- C. If the project is behind schedule, the progress report must contain an explanation of reasons and how Contractor plans to resume the schedule.
- D. Three months prior to contract termination date, Contractor will deliver to State five (5) bound copies of a draft final report for review by ARB staff. The reports may be stapled or spiral bound, depending on size. The draft final report will conform to Exhibit F.
- E. Within forty-five (45) days of receipt of State's comments on the draft final report, Contractor will deliver to the State's Project manager two (2) copies of the final report incorporating all reasonable alterations and additions requested by State. Upon approval of the amended final report by the State's Project manager, Contractor will within two (2) weeks, deliver to State two (2) camera-ready **UNBOUND** originals and a final report incorporating all final alterations and additions. The final report will conform to the Contract Final Report Format, Exhibit F.
- F. Together with the final report, Contractor will deliver a copy of the report on diskette, using any common word processing software (please specify the software used) and a set of all data compilations as specified by the ARB Project manager.
- G. Contractor's obligation under this Agreement shall be deemed discharged only upon submittal to State of an acceptable final report, report diskette, and all required data compilations and any other project deliverables.
- H. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Contractor pursuant to this Agreement shall be released or made available, except to ARB, without prior written approval of State while the Agreement is in force. State's consent shall not be unreasonably withheld.

EXHIBIT F

FINAL REPORT FORMAT

The research contract Final Report (Report) is as important to the contract as the research itself. The Report is a record of the project and its results, and is used in several ways. Therefore, the Report must be well organized and contain certain specific information. ARB staff reviews all draft Final Reports, paying special attention to the Abstract and Executive Summary. If ARB staff finds that the Report does not fulfill the requirements stated in this Appendix, the document will not be approved for release, and final payment for the work completed may be withheld. This Appendix outlines the requirements that must be met when producing the Report.

Note: In partial fulfillment of the Final Report requirements, the Contractor shall submit a copy of the Report on a CD in PDF format and in a word-processing format, preferably in Word - Version 6.0 or later. This is in addition to the submission of any paper copies required. The diskette shall be clearly labeled with the contract title, ARB contract number, the words "Final Report", and the date the report was submitted.

Legibility. Each page of the approved Final Report must be legible and camera-ready.

Binding. The draft Report, including its appendices, must be either spiral bound or stapled, depending on size. The revised Report and its appendices should be spiral bound, except for two unbound, camera-ready originals.

Cover. Do not supply a cover for the Report. The ARB will provide its standard cover.

One-sided vs. two-sided. To conserve paper, the draft Report, the revised Report, and the unbound camera-ready copies should be printed on both sides of the page.

Watermark. Each page of the draft Report must include a watermark stating "DRAFT." The revised report should not include any watermarks.

Title. The title of the Report should exactly duplicate the title of the contract unless a change is approved in writing by the project manager.

Spacing. In order to conserve paper, copying costs, and postage, please use single or one-line (1) spacing.

Page size. All pages should be of standard size (8 ½" x 11") to allow for photo-reproduction.

Large tables or figures. Foldout or photo-reduced tables or figures are not acceptable because they cannot be readily reproduced. Large tables and figures should be

presented on consecutive 8 ½" x 11" pages, each page containing one portion of the larger chart.

Corporate identification. Do not include corporate identification on any page of the Final Report, except the title page.

Section order. The Report should contain the following sections, in the order listed below:

Title page
Disclaimer
Acknowledgment (1)
Acknowledgment (2)
Table of Contents
List of Figures
List of Tables
Abstract
Executive Summary
Body of Report
References
List of inventions reported and copyrighted materials produced
Glossary of Terms, Abbreviations, and Symbols
Appendices

Page numbering. Beginning with the body of the Report, pages shall be numbered consecutively beginning with "1", including all appendices and attachments. Pages preceding the body of the Report shall be numbered consecutively, in ascending order, with small Roman numerals.

Title page. The title page should include, at a minimum, the contract number, contract title, name of the principal investigator, Contractor organization, date, and this statement: "Prepared for the California Air Resources Board and the California Environmental Protection Agency"

Disclaimer. A page dedicated to this statement must follow the Title Page:

The statements and conclusions in this Report are those of the Contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

Acknowledgment (1). Only this section should contain acknowledgments of key personnel and organizations who were associated with the project. The last paragraph of the acknowledgments must read as follows:

This Report was submitted in fulfillment of [ARB contract number and project title] by [Contractor organization] under the [partial] sponsorship of the California Air Resources Board. Work was completed as of [date].

Acknowledgment (2). Health reports should include an acknowledgment to the late Dr. Friedman. Reports should include the following paragraph:

This project is funded under the ARB's Dr. William F. Friedman Health Research Program. During Dr. Friedman's tenure on the Board, he played a major role in guiding ARB's health research program. His commitment to the citizens of California was evident through his personal and professional interest in the Board's health research, especially in studies related to children's health. The Board is sincerely grateful for all of Dr. Friedman's personal and professional contributions to the State of California.

Table of Contents. This should list all the sections, chapters, and appendices, together with their page numbers. Check for completeness and correct reference to pages in the Report.

List of Figures. This list is optional if there are fewer than five illustrations.

List of Tables. This list is optional if there are fewer than five tables.

Abstract. The abstract should tell the reader, in nontechnical terms, the purpose and scope of the work undertaken, describe the work performed, and present the results obtained and conclusions. The purpose of the abstract is to provide the reader with useful information and a means of determining whether the complete document should be obtained for study. The length of the abstract should be no more than about 200 words. Only those concepts that are addressed in the executive summary should be included in the abstract.

Example of an abstract:

A recently developed ground-based instrument, employing light detecting and ranging (lidar) technology, was evaluated and found to accurately measure ozone concentrations at altitudes of up to 3,000 meters. The novel approach used in this study provides true vertical distributions of ozone concentrations aloft and better temporal coverage of these distributions than other, more common methods, such as those using aircraft and ozonesonde (balloon) techniques. The ozone and aerosol measurements from this study, in conjunction with temperature and wind measurements, will provide a better characterization of atmospheric conditions aloft and the processes involved in the formation of unhealthy ozone concentrations than can be achieved with traditional ground-based monitors.

Executive Summary. The function of the executive summary is to inform the reader about the important aspects of the work that was done, permitting the reader to understand the research without reading the entire Report. It should state the objectives of the research and briefly describe the experimental methodology[ies] used, results, conclusions, and recommendations for further study. All of the concepts brought out in the abstract should be expanded upon in the Executive Summary. Conversely, the Executive Summary should not contain concepts that are not expanded upon in the body of the Report.

The Executive Summary will be used in several applications as written; therefore, please observe the style considerations discussed below.

Limit the Executive Summary to two pages, single spaced.

Use narrative form. Use a style and vocabulary level comparable to that in *Scientific American* or the *New York Times*.

Do not list contract tasks in lieu of discussing the methodology.

Discuss the results rather than listing them.

Avoid jargon.

Define technical terms.

Use passive voice if active voice is awkward.

Avoid the temptation to lump separate topics together in one sentence to cut down on length.

The Executive Summary should contain four sections: Background, Objectives and Methods, Results, and Conclusions, described below.

THE BACKGROUND SECTION. For the Background, provide a one-paragraph discussion of the reasons the research was needed. Relate the research to the Board's regulatory functions, such as establishing ambient air quality standards for the protection of human health, crops, and ecosystems; the improvement and updating of emissions inventories; and the development of air pollution control strategies.

THE OBJECTIVES AND METHODS SECTION. At the beginning of the Objectives and Methods section, state the research objectives as described in the contract. Include a short, one or two sentence, overview of what was done in general for this research. The methodology should be described in general, nontechnical terms, unless the purpose of the research was to develop a new methodology or demonstrate a new apparatus or technique. Even in those cases, technical aspects of the methodology should be kept to the minimum necessary for understanding the project. Use terminology with which the reader is likely to be familiar. If it is necessary to use technical terms, define them. Details, such as names of manufacturers and statistical analysis techniques, should be omitted.

Specify when and where the study was performed, if it is important in interpreting the results.

The findings should not be mentioned in the Objectives and Methods section.

THE RESULTS SECTION. The Results section should be a single paragraph in which the main findings are cited and their significance briefly discussed. The results should be presented as a narrative, not a list. This section must include a discussion of the implications of the work for the Board's relevant regulatory programs.

THE CONCLUSIONS SECTION. The Conclusions section should be a single short paragraph in which the results are related to the background, objectives, and methods. Again, this should be presented as a narrative rather than a list. Include a short discussion of recommendations for further study, adhering to the guidelines for the Recommendations section in the body of the Report.

Body of Report. The body of the Report should contain the details of the research, divided into the following sections:

INTRODUCTION. Clearly identify the scope and purpose of the project. Provide a general background of the project. Explicitly state the assumptions of the study.

Clearly describe the hypothesis or problem the research was designed to address. Discuss previous related work and provide a brief review of the relevant literature on the topic.

MATERIALS AND METHODS. Describe the various phases of the project, the theoretical approach to the solution of the problem being addressed, and limitations to the work. Describe the design and construction phases of the project, materials, equipment, instrumentation, and methodology. Describe quality assurance and quality control procedures used. Describe the experimental or evaluation phase of the project

RESULTS. Present the results in an orderly and coherent sequence. Describe statistical procedures used and their assumptions. Discuss information presented in tables, figures and graphs. The titles and heading of tables, graphs, and figures, should be understandable without reference to the text. Include all necessary explanatory footnotes. Clearly indicate the measurement units used.

DISCUSSION. Interpret the data in the context of the original hypothesis or problem. Does the data support the hypothesis or provide solutions to the research problem? If appropriate, discuss how the results compare to data from similar or related studies. What are the implications of the findings? Identify innovations or development of new techniques or processes. If appropriate, discuss cost projections and economic analyses.

SUMMARY AND CONCLUSIONS. This is the most important part of the Report because it is the section that will probably be read most frequently. This section should begin with a clear, concise statement of what, why, and how the project was done. Major results and conclusions of the study should then be presented, using clear, concise statements. Make sure the conclusions reached are fully supported by the results of the study. Do not overstate or overinterpret the results. It may be useful to itemize primary results and conclusions. A simple table or graph may be used to illustrate.

RECOMMENDATIONS. Use clear, concise statements to recommend (if appropriate) future research that is a reasonable progression of the study and can be supported by the results and discussion.

References. Use a consistent style to fully cite work referenced throughout the Report and references to closely related work, background material, and publications that offer additional information on aspects of the work. Please list these together in a separate section, following the body of the Report. If the Report is lengthy, you may list the references at the end of each chapter.

List of inventions reported and publications produced. If any inventions have been reported, or publications or pending publications have been produced as a result of the project, the titles, authors, journals or magazines, and identifying numbers that will assist in locating such information should be included in this section.

Glossary of terms, abbreviations, and symbols. When more than five of these items are used in the text of the Report, prepare a complete listing with explanations and definitions. It is expected that every abbreviation and symbol will be written out at its first appearance in the Report, with the abbreviation or symbol following in parentheses [i.e., carbon dioxide (CO₂)]. Symbols listed in table and figure legends need not be listed in the Glossary.

Appendices. Related or additional material that is too bulky or detailed to include within the discussion portion of the Report shall be placed in appendices. If a Report has only one appendix, it should be entitled "APPENDIX". If a Report has more than one appendix, each should be designated with a capital letter (APPENDIX A, APPENDIX B). If the appendices are too large for inclusion in the Report, they should be collated, following the binding requirements for the Report, as a separate document. The project manager will determine whether appendices are to be included in the Report or treated separately. Page numbers of appendices included in the Report should continue the page numbering of the Report body. Pages of separated appendices should be numbered consecutively, beginning at "1".

ATTACHMENT 11
WORK SAMPLES

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