



SCHOLARSHARE INVESTMENT BOARD

901 P Street, Suite 313B
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scholarshare@treasurer.ca.gov
www.treasurer.ca.gov/scholarshare

ScholarShare Investment Board Request for Proposals No. SIB06-23 Marketing Services

Notice to Prospective Proposers

February 2, 2024

You are invited to review and respond to this Request for Proposals No. SIB06-23 (RFP) for marketing services.

Proposals for these services must comply with the instructions included in this RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into with the State of California ("State") will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. The General Terms and Conditions and all Exhibits that are a part of the Sample Standard Agreement are not negotiable. By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP.

All responses to this RFP must be submitted in hard copy and received by SIB no later than **4:00 p.m. Pacific Time (PT)** on **March 1, 2024**. Email or faxed submissions will not be accepted. All proposals must be delivered to:

ScholarShare Investment Board
Attention: Noah Lightman
901 P Street, Suite 313B
Sacramento, California 95814

In the opinion of the ScholarShare Investment Board, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, contact Noah Lightman by email at scholarshare@treasurer.ca.gov. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

The State of California will not contract or otherwise do business with publicly-held U.S. expatriate corporations without a compelling public interest. This policy is designed to ensure that companies with which the State of California does business meet threshold standards of corporate accountability.

On behalf of the ScholarShare Investment Board, thank you for your interest.

Julio Martinez
Executive Director

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Julio Martinez

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A) Purpose and Description of Services

1) Scope Overview

The ScholarShare Investment Board (SIB or Board) is the administrator of California's 529 college savings plan, the ScholarShare 529 College Savings Plan, and the California Kids Investment and Development Savings Program (CalKIDS or Program). To increase awareness about the Program throughout the State, it is important that the Board develop and implement a comprehensive marketing campaign to complement its ongoing outreach efforts, as well as existing marketing efforts overseen by the ScholarShare 529 Plan Manager.

To achieve this, SIB requires a firm to provide multi-segmented, integrated marketing and communications services through holistic, statewide marketing campaigns with the goal of promoting CalKIDS and maximizing the number of participants accessing the Program. SIB requires a firm to provide comprehensive services which include but are not limited to, advertising and media buying, video production, content creation, public relations, and analytics and reporting. More information about CalKIDS can be found online at www.calkids.org.

2) Background

The California Legislature authorized creation of the Golden State ScholarShare College Savings Trust (Trust) in 1997 (Education Code Sections 69980-69994, the Act), intending it to be a "qualified tuition program" as defined in Section 529 (Section 529) of the Internal Revenue Code of 1986, as amended (Code). (The Act authorizes Trust investments for a specific beneficiary's advance savings for qualified higher education expenses in a postsecondary educational institution.) SIB was established by the Act and is the state agency responsible for the effective and efficient administration of the Trust. SIB administers the State's qualified tuition program, the ScholarShare 529 College Savings Plan (Plan), and the statewide children's savings account (CSA) program, California Kids Investment and Development Savings Program (CalKIDS or Program).

CalKIDS was established in 2019 to create savings accounts for all newborns in the State of California to support higher education expenses. In 2021, the Program was expanded to include eligible low-income public school students. Eligible CalKIDS participants are automatically enrolled in the Program and are designated between \$25-\$1,500 in a CalKIDS account to support future higher education costs. The Program officially launched in summer 2022. SIB is seeking the marketing services of a firm with innovative, efficient, and creative methods to increase awareness of the Program throughout the State.

3) Scope of Work

The following scope of work details SIB's expectations for a Contractor providing marketing services (sometimes referred to as the "Contractor") for CalKIDS. The selected Contractor is expected to create annual statewide media and/or advertising campaigns through the services outlined below, in an effort to build upon the strengths of the current CalKIDS media campaign(s), while introducing innovative, effective, and creative strategies that will deliver positive results in increasing the public's awareness of the Program, as well as engagement and education amongst eligible populations about claiming their CalKIDS accounts. These services may include, but are not limited to, the following:

a) Strategy

- i. Coordinate with SIB, its vendors, and its Plan Manager to develop and implement a plan for marketing, public relations, and outreach to CalKIDS participants, which includes low-income communities and new or expecting parents.

- ii. Develop and implement an ad placement and expenditure campaign strategy, as approved by SIB and designed to increase participation and engagement in the Program and Plan, that:
 - Incorporates existing or new content and design elements produced by SIB, its vendors, and/or its Plan Manager.
 - Includes reaching the target audiences in English, Spanish, and any other language that SIB determines.
 - Includes reaching underserved and underrepresented populations and/or regions, as well as specific geographic target markets within the State.
 - Utilizes media buys and various advertising mediums, which may include, but is not limited to, OTT, digital and online advertising and media, ethnic print, radio, television, print, social media, or other emerging technology, as appropriate and necessary.
 - In addition to Program components, also highlights how the Program can educate families about financial literacy concepts, such as savings, finance, and compound growth.
 - iii. Coordinate with SIB and its partners to maximize the effectiveness of the collective Program strategies and opportunities.
- b) Campaigns, Media Buys, and Events
- i. Coordinate and implement mail or targeted campaigns to reach strategic partners or participants. The usage of personally identifiable data of CalKIDS participants for direct campaigns will require the firm to adhere to data agreements subject to approval by different state agencies.
 - ii. Secure and manage media buys to ensure all funds allocated for the CalKIDS campaign are aired and are expended by the end of the Agreement. Must have the ability to secure ad placements with media companies without pre-payment of campaign from SIB. The State of California pays invoices after the campaign airs.
 - iii. Plan and implement public relations campaign(s) designed to generate earned media and community engagement.
 - iv. Plan and implement in-person events throughout the state of California.
- c) Content and Production
- i. Design and produce creative content for toolkits, social media, website, and other mediums as needed or requested by SIB. This includes the ability to expand on existing creative assets.
 - ii. Facilitate production of various printed collateral (brochures, flyers, etc.) and/or promotional materials for use or distribution at in-person events.
 - iii. Facilitate the production of videos and/or other educational tools using new or existing content for the campaign.
- d) Reporting
- i. Monitor analytics and provide a recap of all media, including analytics from all aspects of the campaign (i.e., digital and social media), value added campaigns by each medium, and campaign actual reach, frequency and impressions for each market and the overall campaign, as established by SIB.
 - ii. Provide detailed invoices recapping the expenditures for the month, agency commission rate for media buying services and/or hourly rate for other marketing services, as provided on the Cost Sheet. Contractor will also include the actual invoices and affidavits from the media companies that they are doing business with on behalf of SIB.
- e) General
- i. Work with SIB's existing marketing vendors, Plan manager, and designees, as needed.
 - ii. Be available to consult with SIB members and the Executive Director from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday.

- iii. Respond to the need for telephone consultation within a 24-hour period and be available for meetings with SIB with no greater than 10 days' notice.

Additional Contractor Requirements:

- Must commit a team of knowledgeable and experienced professionals to the account who have experience and success in outreach to California's multicultural and multi-language population.
- Possess strong project management skills, with an attention to detail, the ability to manage a team of agency partners/subcontractors, as well as the ability to manage advertising development, creative production, consumer research, media placement, public relations, and campaign evaluation to address SIB priorities.

Responsibilities of SIB include:

- SIB, or its designee, will collaborate with the Contractor to determine messaging and provide scripts and/or produce public service announcements (PSAs) in English, Spanish, and possibly other language for each requested task. Subject to the task, existing marketing content will be provided to the Contractor prior to the schedule airing. Changes and adjustments to copy during the campaign may be provided by SIB.
- The cost of each task will be discussed and agreed upon by both SIB and the Contractor before the start of the campaign.
- SIB will be the approver for the media buys and all marketing or public relations activities prior to schedules being placed.
- All invoices, including invoices from the media campaign(s), will be reviewed by SIB before payment is made.
- SIB may request adjustments to media buys or other marketing services as needed and will discuss the request with the Contractor.
- SIB will provide the Contractor with its request for services in writing prior to the start of any work. Contractor agrees not to accept any requests for services that does not include all the information required or exceeds the value of the Agreement.

The services shall be performed at the offices of the selected Contractor and at the offices of appropriate affiliates, related entities, subsidiaries and subcontractors; however, there may be some mandatory meetings at 901 P Street, Sacramento, California 95814.

The selected Contractor shall ensure that the quality and availability of its personnel assigned to this agreement will be maintained over the term of the agreement. Any changes in assigned personnel are at the discretion of the firm, provided that any replacements have substantially the same as or better qualifications and experience than the original personnel.

The performance of the selected Contractor will be evaluated based on the criteria outlined below.

- Responsiveness and timeliness in responding to inquiries made by SIB (members, Executive Director, and staff).
- Availability to SIB for conference calls and board meetings, as needed.
- Quality, completeness and timeliness in providing reports, analyses and recommendations to SIB for review and consideration.
- Quality and accuracy of information, data and support included in all products submitted to SIB.
- Availability of resources to adequately perform on contract requirements (staff, consultants, etc.).

- Demonstrates the ability to provide day-to-day management of tasks and coordination of support and administrative activities.
- Possesses the technical and functional skills, and knowledge to direct all aspects of the contract.

4) **Term of Agreement**

The term of the agreement entered into pursuant to this RFP, if any, will be April 1, 2024 through March 31, 2026 with a maximum amount of \$7,500,000. At the option of the State, the agreement may be extended for one additional year. The agreement is subject to the approval of SIB and the Department of General Services (DGS). In no event shall services be performed prior to the approval of the agreement by the DGS Office of Legal Services.

B) Minimum Qualifications for Proposers

Proposer must complete Attachment 5 of the RFP certifying that the firm meets the following minimum qualifications. Failure to meet these minimum qualifications will cause your proposal to be considered non-responsive and the proposal will be rejected.

The Proposer, including any subcontractors, shall provide qualified candidates who can complete the identified tasks within this scope of work. Each candidate resume must show relevant experience including, but not limited to, the following:

- Must demonstrate at least five (5) years of experience managing media and public relations campaigns with a project budget between six million dollars (\$6,000,000) to 10 million dollars (\$10,000,000).
- Must demonstrate at least five (5) years of experience in media communications marketing, public relations, social and digital marketing, advertising, and analytical data gathering and reporting.
- Must demonstrate at least five (5) years of experience in media communications marketing, public relations, social and digital marketing, and advertising in Spanish directed towards the Latino population in California, or in languages other than English for specific communities.
- References submitted must be for marketing and public relations services which the firm contributed to. References must document the work performed specifically by the firm.
- Must be qualified to do business in the State of California. Firm must also be able to provide evidence of qualification (e.g., registration with the California Secretary of State) to do business in the State of California, including qualification of any subcontractors, upon proposal submission for this RFP.
- May not currently or during the term of a contract that may be executed pursuant to this RFP have a contractual or other business relationship with any program management services contractor (currently TFI) that provides services for the Program or ScholarShare 529, either on its own or in partnership, with other entities. Ownership of a ScholarShare 529 account does not constitute a business relationship for the purposes of this minimum qualification.

C) Proposal Requirements and Information

1) Schedule (Key Action Dates)

All prospective Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times (all times listed are Pacific Time (PT)).

Date	Action
February 2, 2024	RFP available to Prospective Proposers
February 9, 2024, 2:00 p.m. PT	Written Question Submittal Deadline
February 20, 2024	Answers to Written Questions Distributed
March 1, 2024, 4:00 p.m. PT	Deadline for Proposal Submission
March 4 – March 8, 2024	Evaluation of Proposals
March 11, 2024	Interview(s) (if applicable)
March 12, 2024	Notice of Intent to Award
April 1, 2024	Anticipated Commencement of Contract (Pending DGS approval)

SIB reserves the right to change the above dates and times, and, if so, SIB may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum. SIB will also provide post updates online at <http://treasurer.ca.gov/scholarshare/> and <https://caleprocure.ca.gov/>. SIB also reserves the right not to award an agreement at all.

2) Questions and Answers

In the opinion of SIB, this RFP is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, contact Noah Lightman by phone at (916) 651-6380 or by e-mail at scholarshare@treasurer.ca.gov. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Prospective proposers may submit written questions, if any, no later than by 2:00 p.m. PT on February 9, 2024 by email to scholarshare@treasurer.ca.gov. A copy of the responses to all written questions received by 2:00 p.m. PT on February 9, 2024 will be provided to prospective proposers via e-mail, and posted online at www.treasurer.ca.gov/scholarshare and <https://caleprocure.ca.gov/> by close of business on February 20, 2024.

3) Content and Format of Proposals

In preparing proposals, firms should:

- Use standard 8½" x 11" white paper with a minimum type size of 12 points. Consecutively number all pages in the response (including attachments and/or appendices).
- Include a cover letter stating:
 - The name, address, email, phone, and fax numbers of the principal contact responsible for the oversight of the agreement. Indicate the availability of this person for meetings with SIB staff.
 - The name, address, email, phone, and fax numbers of the project representative who will be available to SIB and its staff on a day-to-day basis during the term of the agreement.
 - The name, address, email, phone, fax number and name of a key contact at each partner, if a consortium, and subcontractor and what the aforementioned would be responsible for under the agreement.
 - That the firm accepts the terms of the Sample Agreement attached to this RFP. Please note that the General Terms and Conditions in Exhibit C are not negotiable.
- List responses to each Question related to the firm's Qualifications and Experience as identified below. Points will be awarded for the firm's response(s) to each question. The allocation of points is defined in Evaluation Process, Section C(5) of this RFP. Questions should be answered for each relevant partner or subcontractor to the extent applicable if a

firm is a consortium or is using subcontractors. In preparing proposals, the firm shall list each question and then provide the firm's response to that question in the same order listed in this RFP.

a) Required Information (Zero (0) points)

SIB may reject a proposal due to any disclosure or conflict of interest (potential or actual) that is material in the sole opinion of the Board.

- (i) Disclose any legal or disciplinary event that is material to the Board's evaluation of the firm or the integrity of firm's management.
- (ii) Advise if any partner or officer of the firm has been convicted or pleaded no contest in a case stemming from a felony indictment. Any such conviction or plea must be disclosed and must be accompanied by a full explanation of the circumstances surrounding it.
- (iii) Advise if the firm is or was a defendant in litigation relating to any services which it proposes to provide to the SIB. Any final settlement, administrative decision, or judgment made in connection with this litigation must be disclosed and must be accompanied by a full explanation of the circumstances surrounding it.
- (iv) Advise if the firm has ever been terminated for cause from any contract. If the answer is yes, cite the background of the contract, reason for the termination, and what the firm has done to change operations or personnel to preclude the circumstances regarding the termination from re-occurring.
- (v) Disclose any business relationships, which may be construed to be potential or actual conflicts of interest. The contractor will have a continuing requirement to disclose any business relationships that may be construed to be a potential or actual conflict. The disclosure must be sufficiently detailed to inform the Board of the nature, implications and potential consequences of each conflict and must include an explanation of how the firm addresses, or intends to manage or mitigate, each conflict. The Board may reject a proposal due to any disclosure or conflict of interest (potential or actual) that is material in the sole opinion of the Board.

b) Background and Personnel Information (Maximum of fifteen (15) points)

- (i) Provide an overview of the firm's mission statement and vision statement, number of years' experience providing services, and what services the firm will bring to this contract.
- (ii) Describe the organizational structure and explain how this structure will be used to perform the requirements of this contract. Also, identify subcontractors, if any, that will be utilized to perform the services in this contract.
- (iii) Within the past three years, have there been any significant developments in your organization (e.g., changes in ownership, personnel reorganization)? If so, please describe.
- (iv) Complete the following table for professionals who will be responsible for providing the consulting activities to be performed pursuant to this contract.

Name & Location	Title & Responsibility	Total Years Experience	Years with Firm	Most Advanced Degree

- (v) Provide professional resumes of each of the individuals who will be assigned to this account and the professional resumes of all individuals who will be responsible for reviewing or otherwise influencing the work of individuals assigned to this account.
 - (vi) Indicate who will have ultimate responsibility for this contract. Indicate the availability of this person for live or telephone meetings with the SIB or its designee. Describe the firm’s backup procedures if the primary person assigned to this account leaves the firm or is otherwise unavailable.
- c) Experience / Expertise in Marketing Services (Maximum of forty (40) points)
- (i) What special expertise does the firm bring to advising SIB?
 - (ii) Describe your firm’s experience on projects or campaigns that focus on asset-building initiatives, financial literacy, and/or saving for higher education, if any.
 - (iii) Provide a list of at least three (3) clients for whom you have provided marketing services within the past five (5) years and an example of a success achieved with each of them. Include the client, contact name, email address, and phone number.
 - (iv) Describe your firm’s three (3) most successful marketing campaigns within the last five (5) years. Include the scope of the campaigns, steps taken, the timeline followed, and how success was measured.
 - (v) Describe the services your firm will provide to support SIB’s goals to promote CalKIDS.
 - (vi) What approaches would your firm implement or otherwise support to reach low-income, multicultural, or ethnically diverse California residents? Describe your firm’s experience with programs or initiatives that reach these populations, which may include, but are not limited to, strategy development and result analysis.
 - (vii) Does your firm already provide advertising and/or media buying services for other children’s savings account (CSA) or 529 college savings programs?
 - (viii) Provide an example within the last three (3) years when you and your client disagreed and the results that followed.
 - (ix) Describe your firm’s presence in California, including the number of offices and employees available to provide information to the general investing public.
 - (x) Describe your firm’s strategy development process as well as your firm’s experience working with multiple stakeholders.
 - (xi) Describe your firm’s experience with public relations and provide three (3) examples of media efforts completed within the last five (5) years and the results of those efforts.

(xii) Describe your firm's experience generating media attention and support for your clients' initiatives.

(xiii) Describe your agency's experience in creating strategic marketing plans, including the steps you take to create the plan, the level of client collaboration in the process, and how you ensure synergy between the creative development process and media planning.

d) Cost Proposal (Maximum of thirty (30) points)

Use Attachment 3 (Cost Proposal Worksheet) to complete your cost proposal, which will be a full and final estimate. **SIB expects the total amount of the contract not to exceed \$7,500,000.00.** At the option of the Board, the agreement may be extended for one additional year. Rates shall remain the same throughout the entire term of the agreement, including all optional extensions. Review this section and the calculations in your Cost Proposal Worksheet carefully. Mathematical errors may be corrected by SIB. **Do not make any modifications to the Cost Proposal Worksheet.**

The amount of the Agreement will include advertising funds to be placed with media companies by the Contractor on behalf of SIB. As outlined in the scope of work, the Contractor will be paid on the following items only:

- Earned agency commission for media buys based on percentage from Attachment 3.
- Hourly rates and other costs as outlined in Attachment 3 for services related to other marketing efforts completed.

The estimated agency commission rate and the hourly rates and costs indicated in Attachment 3 will be used solely for computing the cost as a fair and equitable formula to determine the lowest Cost Proposal and is not binding on SIB. However, the actual costs quoted by the firm shall be binding for the term of the Agreement.

The firm hereby agrees to provide all labor, materials, licenses, permits, and travel necessary to perform all services required for the foregoing titled work in accordance with the scope of work. The rates listed on Attachment 3 shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

The firm is required to provide an amount for each item in Attachment 3. A zero-dollar (\$0.00) amount listed for any and all items will be interpreted and understood by SIB to mean that the firm indicating a zero dollar amount shall perform any such services, up to and including the quantity indicated, at no cost to SIB. Proposals submitted with a cost proposal that fails to meet any of the specified requirements outlined above, or in a form other than as provided for in Attachment 3, will be considered non-responsive and rejected.

4) Submission of Proposals

- a) Proposals should provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b) All proposals must be submitted in hard copy under sealed cover and received by SIB by 4:00 pm PT on March 1, 2024 unless SIB provides notice that the date has been changed. **Proposals received after this date and time will not be considered.** Proposals received by fax or email will be rejected.

- c) A minimum of one (1) unbound original and three (3) copies of the proposal, and electronic copy of the proposal on one (1) USB flash drive, shall be mailed or delivered to the following address:

**ScholarShare Investment Board
Attention: Noah Lightman
901 P Street, Suite 313B
Sacramento, California 95814
Phone: (916) 651-6380**

- d) The original proposal must be marked "**ORIGINAL COPY**". All documents contained in the original proposal package must have **original signatures** and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- e) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "**DO NOT OPEN**", as shown in the following example:

**Request for Proposals No. SIB06-23
Marketing Services
Firm Name
Firm Address
Contact Person and Phone Number
"DO NOT OPEN"**

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

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- f) Proposals that omit the Minimum Qualification Certification that is included in Attachment 5 in Section E will not be considered. Proposals shall include each of the attachments (if applicable) on the Required Attachment Check List in Section E. Proposals that do not comply with the requirements of the RFP shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.
- g) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- h) 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. SIB may reject any or all proposals and may waive an immaterial deviation in a proposal. SIB's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the firm from full compliance with all requirements if awarded the agreement.
- i) The proposing firm is entirely responsible for the costs of developing proposals and costs incurred in anticipation of award of the Agreement. Such costs shall not be charged to SIB.
- j) An individual who is authorized to bind the proposing firm contractually shall sign Required Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- k) A firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the

Schedule (Key Action Dates) in Section C(1). The submission of a new proposal must comply with the requirements in this section. Proposal modifications offered in any other manner, oral or written, will not be considered.

- l) A firm may withdraw its proposal by submitting a written withdrawal request to SIB, signed by the proposing firm or an authorized agent in accordance with Section C(4)(l). A firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- m) SIB may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum. SIB will also provide post updates online at <http://treasurer.ca.gov/scholarshare/> and <https://caleprocure.ca.gov/>.
- n) Upon announcement and release of this RFP and until selection of a Contractor (and notice of intent to award the Agreement), proposing firms (or potential proposing firms) are not permitted to communicate with SIB staff or its consultants with respect to the RFP except in connection with the process and procedures related to the RFP. Any communication must be directed to Noah Lightman at scholarshare@treasurer.ca.gov.
- o) SIB reserves the right to reject all proposals. SIB is not required to award an agreement.
- p) Firms are cautioned against relying on SIB to discover and report any defects or errors in submitted documents. Before submitting a response to this RFP, firms should carefully review the response, correct all errors, and confirm compliance with the RFP requirements.
- q) Where applicable, firms should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- r) More than one proposal from any firm, organization, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that firm. If there is reason for believing that collusion exists among the proposing firms, none of the participants in such collusion will be considered in this or future procurements.
- s) No oral understanding or agreement shall be binding on either party.

5) Evaluation Process

- a) All proposals will be reviewed by an evaluation committee. The initial review of the proposals will confirm that all information has been submitted in conformity with the requirements of this RFP. The absence of required information will cause a proposal to be deemed non-responsive and may result in the proposal's disqualification. Responsive proposals will then be scored according to criteria herein. The scored categories and the corresponding weighting of each scored category is as follows:

Scored Category	Weighting
Background and Personnel Information	15 points
Experience / Expertise in Marketing Services	40 points
Cost Proposal	30 points
Possible Points Upon Initial Evaluation	85 points
Interview (if applicable)	15 points
Total Possible Points	100 points

The Evaluation Committee will allot points for each scored category of the RFP, up to 100 points.

The lowest cost proposal, based on the Total Contractor Costs from Attachment 3, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

$$\begin{aligned} & (\text{Lowest Cost Proposal} / \text{Other Cost Proposal}) = (\text{factor}) \\ & \text{Total Cost Points for Other Cost Proposal} = (\text{factor}) \times \text{maximum cost points} \end{aligned}$$

EXAMPLE: A maximum of 30 points available.

Lowest Cost Proposal = \$600,000
Other Cost Proposal = \$800,000

$(\text{Lowest Cost Proposal} / \text{Other Cost Proposal}) = \$600,000 / \$800,000 = \frac{3}{4}$ or 0.75
Cost points awarded to Other Cost Proposal = 0.75×30 points = 22.5 Cost Points

The scoring will be done in two phases:

- First Phase - The first phase will be worth 85 points, with all items being scored except for the Interview portion. Following the initial phase of the evaluation process, the Evaluation Committee will invite the two (2) firms that receive a minimum of 65 points in the first phase and that receive the highest scores based on the point system above.
- Second Phase - All interviews will be conducted pursuant to the specifications below:
 - Interviews will be set for one hour.
 - There will be a maximum of three (3) presenters for each firm interviewed.
 - Only the top two (2) highest scoring firms, scoring a minimum of 65 points in the first phase of the evaluation process, will be interviewed.
 - Responses provided to specific questions during the interview will be the basis for awarding up to 15 points.
 - Interviews will be scored based on the firm's responses to a set of specific questions according to the point scale outlined in Section 5(b). Both firms will be asked the same set of questions. Generally, firms will be asked about the following areas:
 - Background and Personnel Information
 - Experience / Expertise in Marketing Services
 - No unsolicited information, material, or presentation may be provided at the interview. Firms are limited in their responses to only information provided in their written proposal and may not introduce new services, products, or other information.
 - SIB reserves the right to not conduct interviews if deemed unnecessary to the selection of the firm (e.g., only one (1) firm scored a minimum of 65 points in the first phase).

The second phase score will be added to the first phase score, and the highest scoring firm will be determined.

- b) The following point scale will be used to score the responses to the questions presented under each of the scored category unless otherwise specified. Points earned for each scored category that result in a non-whole number will be rounded to the next whole number. For example, 70% of 35 points is 24.5 points, which would be rounded up to 25 points.

Points Awarded	Interpretation	General Basis for Point Assignment
100%	Excellent	Response fully meets the Board's needs, requirements, or expectations with a high degree of confidence in the firm's response. Firm offers one or more enhancing feature, method, or approach exceeding basic expectations.
85%	Very Good	Response fully addresses category being scored. Very good degree of confidence in the firm's response.
70%	Good	Response addresses category being scored. Good degree of confidence in the firm's response. Minimal weaknesses are acceptable.
50%	Adequate	Response (i.e., content and/or explanation offered) is adequate to meet the Board's needs, requirements, or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
0%	Inadequate	Response fails to address any portion of the category being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.

- c) Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the firm, may be rejected. If, in the opinion of SIB, such information was intended to mislead SIB 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.
- d) The contract will be awarded to the responsible and responsive firm with the highest total score.
- e) Tiebreaker - In the event two (2) or more responsive and responsible firms earn the highest score, the contract will be awarded to the responsive and responsible firm earning the higher score in Experience/Expertise in Marketing Services. If the scores for Experience/Expertise in Marketing Services are the same, the contract will be awarded to the responsive and responsible firm earning the higher score in the Background and Personnel Information. If the scores in the Background and Personnel Information are the same, the contract will be awarded to the responsive and responsible firm earning the higher score for Cost.
- f) SIB is not required to award an Agreement.

6) Award and Protest

- a) Notice of the proposed award shall be posted in a public place at the State Treasurer's Office, 901 P Street, Sacramento, CA 95814, for five (5) working days prior to awarding the agreement. The notice will be posted at the entrance to Suite 313B and online at www.treasurer.ca.gov/scholarshare.
- b) If any firm, prior to the award of agreement, files a protest with SIB and the DGS Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) firm would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that the firm submit any protest by contacting the Bid Protest Coordinator at OLSProtests@dgs.ca.gov.

- c) Within five (5) days after filing the initial protest, the protesting firm shall file with SIB and the DGS Office of Legal Services a detailed written statement specifying the grounds for the protest. It is suggested that this detailed written statement be submitted by certified or registered mail.

7) Disposition of Proposals

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

8) Agreement Execution and Performance

- a) Performance shall start not later than 30 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. If the Contractor fails to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference and Incentive Programs

1) Small Business or Microbusiness Preference – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must either be certified as a small business at the time the proposal is submitted. The firm MUST include an updated copy of their Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firm(s), and does not alter the amount of the actual proposals. Once each proposal has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal. Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website listed above.

2) Non-Small Business Preference – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

A five percent (5%) preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the proposal response must include a list of the small business(es) with which the firm commits to subcontract in an amount of at least 25% of the net price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as

defined in Government Code Section 14837(d)(4). The required list of California small business subcontractors must be attached to the proposal response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract for at least 25% of the net price with one or more California certified small businesses. Completed certification application required support documents must be submitted to the OSDS no later than 5:00 p.m. PT on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375- 4940. The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net price shall be 5% of either the lowest, responsive, responsible firm's price or the highest response, responsible firm's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

3) Disabled Veteran Business Enterprise (DVBE) Incentive (OPTIONAL) –

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

This solicitation provides an incentive for DVBE participation. Attachment 6 outlines the DVBE Incentive Program. Firms seeking the DVBE incentive must submit a completed Bidder Declaration (GSPD-05-105) (Attachment 8) that demonstrates DVBE participation and qualification for a DVBE incentive, with proposal submittal. Firms who have been certified by California as a DVBE must also complete and submit the DVBE Declarations, DGS PD 843. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is optional and at the discretion of the proposing firm.

4) Target Area Contract Preference Act (TACPA) Program Preference

This solicitation provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation. See Attachment 15 for more information.

E) Required Attachments

Refer to the following pages for additional Required Attachments.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

Complete this checklist to confirm the attachments. Place a check mark or "X" next to each item that you are submitting to the State. **For your proposal to be responsive, each of the following required attachments must be submitted with your proposal package.**

This checklist should be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Minimum Qualification Certification
_____ Attachment 6	Disabled Veteran Business Enterprise (DVBE) Participation Instructions (if applicable)
_____ Attachment 7	Payee Data Record (STD. 204)
_____ Attachment 8	Bidder Declaration Form (GSPD-05-105)
_____ Attachment 9	Contractor Certification Clauses (CCC 04/2017)
_____ Attachment 10	Darfur Contracting Act Certification
_____ Attachment 11	Iran Contracting Act Certification
_____ Attachment 12	California Civil Rights Law Certification
_____ Attachment 13	Small Business or Microbusiness Preference (if applicable)
_____ Attachment 14	Non-Small Business Preference (if applicable)
_____ Attachment 15	Target Area Contract Preference Act (TACPA) Program (if applicable)
_____ Attachment 16	Resumes of Key Personnel

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- C. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

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

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

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 3

COST PROPOSAL WORKSHEET

All specifications outlined in the RFP shall be met or the firm's proposal will be considered **non-responsive** and will be rejected. Do not make any modifications to this Cost Proposal form. See Section C of the RFP for more details. Review the RFP and the calculations in this Cost Proposal Worksheet. Mathematical errors may be corrected by SIB.

The estimated Agency Commission rate and the hourly rates and costs indicated in the tables below will be used solely for computing the cost as a fair and equitable formula to determine the lowest Cost Proposal and is not binding on SIB. However, the actual costs quoted below by the firm shall be binding for the term of the Agreement.

The firm hereby agrees to provide all labor, materials, licenses, permits, and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, Exhibit A. The rates listed on this Cost Proposal Worksheet shall include every item of expense, direct and indirect, including taxes incidental to the specified rates. The rates quoted will be applied when services are requested and rendered during the term of this Agreement.

The amount of the contract will include advertising funds to be placed with media companies by the Contractor on behalf of SIB. As outlined in the scope of work, the Contractor will be paid on the following items only:

- A) Earned agency commission for media buying services based on percentage.
- B) Hourly rates and other costs for services related to other marketing efforts completed.

The firm is required to submit a proposal for each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire proposal. A zero-dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the firm indicating a zero-dollar amount shall perform any such services, up to and including the quantity indicated, at no cost to the state.

Media Buying Services

AGENCY COMMISSION RATE	TOTAL
AGENCY FEES (Agency commission rate up to 15%) \$6,000,000.00 ¹ X _____ % =	\$

¹Total shall be calculated assuming a maximum media buy budget of \$6,000,000.00 over the term of the Agreement.

Marketing Services

DIRECT LABOR (Staff Level/Title)	HOURS ²	MULTIPLY	HOURLY RATE	EQUALS	TOTAL ³	<u>TOTALS</u>
		X		=		
		X		=		
		X		=		
		X		=		
TOTAL DIRECT LABOR	200²					(A)
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%		TOTAL	
Overhead Rate				%		
Fringe Benefits				%		
					TOTAL INDIRECT COSTS	(B)
DIRECT COSTS (EXCEPT LABOR)					TOTAL	
Other Direct Costs (Itemized)						
					TOTAL DIRECT COSTS (EXCEPT LABOR)	(C)
					TOTAL COSTS⁴	

²Total shall be calculated assuming 200 hours of services provided by all levels of staff (including subcontractors).

³Total shall be calculated by multiplying the number of hours per year by hourly rate for each level of staff (including subcontractors).

⁴Total shall be the sum of the totals for A-C.

Please complete the table below indicating Total Contractor Costs utilizing the totals from the Media Buying Services and Marketing Services tables.

TOTAL CONTRACTOR COSTS

Media Buying Services Total	\$
Marketing Services Total	\$
TOTAL CONTRACTOR COSTS	\$

At the option of the Board, the agreement may be extended for one additional year. Rates shall remain the same throughout the entire term of the agreement, including all optional extensions.

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

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

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

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

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

REFERENCE 4			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	
Brief Description of Service Provided			

*Optional

REFERENCE 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	

Brief Description of Service Provided

SUBCONTRACTOR REFERENCES (if applicable)

List below three references for services performed by your subcontractor(s) within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, provide an explanation on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	

Brief Description of Service Provided

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	

Brief Description of Service Provided

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service*	

Brief Description of Service Provided

*Optional

ATTACHMENT 5

MINIMUM QUALIFICATIONS CERTIFICATION

The firm certifies that it fulfills all of the minimum qualifications outlined in Section B of Request for Proposals No. SIB06-23 (the "RFP"). By signing this attachment, the firm also agrees to notify the ScholarShare Investment Board (SIB) immediately upon its failure to continue to meet the minimum qualifications, if selected as the Contractor for advertising and media buying services for SIB.

On behalf of _____, I certify that said firm
(Firm Name)
complies with the Minimum Qualifications set forth in Section B of the RFP.

(Authorized Signature of Firm)

(Firm Name)

(Print Name)

(Date)

(Title)

ATTACHMENT 6

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION INSTRUCTIONS

DVBE PARTICIPATION REQUIREMENT. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), title 2, section 1896.60 et seq. **This solicitation DOES NOT include a minimum DVBE participation requirement. DVBE participation is NOT required in the bid or proposal. However, a DVBE incentive will be applied as provided below.**

DVBE INCENTIVE. The State will apply a DVBE incentive for responsive bids or proposals from responsible proposers that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

Confirmed DVBE Participation of	DVBE Incentive
5% and above	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 DVBE incentive is applied by reducing the net price by the amount of DVBE incentive as computed from the lowest responsive net price submitted by a responsible proposer. The DVBE incentive is for evaluation purposes only. Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

(2) Awards based on high score – The DVBE incentive is a percentage of the total possible available points, not including points for socioeconomic incentives or preferences. The DVBE incentive points are included in the sum of non-cost points. The DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

Firms who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form **DGS PD 843 (Disabled Veteran Business Enterprise Declaration)**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf. The completed form should be included with the proposal response.

At the State's option prior to award, firms may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for proposal rejection.

RESOURCES AND INFORMATION*

U.S. Small Business Administration:

Central Contractor Registration on-line database
<https://uscontractorregistration.com/>

FOR:

Service-Disabled Veteran-Owned
Businesses in California

Local Organizations:

DVBE local contacts
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

FOR:

List of Potential DVBE Subcontractors

Department of General Services, Procurement Division (DGS-PD) eProcurement:

Website: <https://caleprocure.ca.gov/>
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

DGS-PD Office of Small Business and DVBE Services (OSDS):

707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>
OSDS Receptionist: (916) 375-4940
PD Receptionist: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of OSDS Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- SB/DVBE Advocates
- Lists of Trade and Focus Publications

Commercially Useful Function Definition

Military and Veterans Code section 999(b)
California Code of Regulations, title 2, section 1896.62(I)

ATTACHMENT 7

PAYEE DATA RECORD (STD. 204)

All firms must complete the Payee Data Record (STD. 204) and include it with the proposal response. The Payee Data Record form can be accessed from the following link:

<https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf>

ATTACHMENT 8

BIDDER DECLARATION (GSPD-05-105)

All firms must complete the **Bidder Declaration (GSPD-05-105)** and include it with the proposal response. When completing the declaration, firms must identify all subcontractors proposed for participation in the contract. Firms awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Bidder Declaration (GSPD-05-105) can be accessed from the following link:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 9

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 10

DARFUR CONTRACTING ACT CERTIFICATION

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

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs:

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

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the
Department of General Services (DGS) 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.

OR

3. _____ We currently have, or we have had within the previous three years,
initials business activities or other operations outside of the United States,
but we certify below that we are not a scrutinized company as defined in
Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above. 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>	

ATTACHMENT 11

IRAN CONTRACTING ACT CERTIFICATION
(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 12

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</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>	

ATTACHMENTS 13 & 14

PREFERENCE PROGRAMS (IF APPLICABLE)

Attach proof in claiming Small Business or Microbusiness Preference or Non-Small Business Preference, if applicable.

Small Business or Microbusiness Preference

[https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small Business and Disabled Veteran Business Enterprise Best Practices](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small_Business_and_Disabled_Veteran_Business_Enterprise_Best_Practices)

Non-Small Business Preference

[https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small Business and Disabled Veteran Business Enterprise Best Practices](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small_Business_and_Disabled_Veteran_Business_Enterprise_Best_Practices)

ATTACHMENT 15

TARGET AREA CONTRACT PREFERENCE ACT (TACPA) PROGRAM

This solicitation provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

Workplace preference - TACPA provides a 1 to 5 percent (1-5%) preference for a California business that is located in a qualified zone.

Workforce preference - TACPA provides a 1 to 4 percent (1-4%) preference for a California business that employs persons with a high risk of unemployment (Government Code Section 4532)

1% for 5-9% of workforce

2% for 10-14% of workforce

3% for 15-19% of workforce

4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate documents with the proposal response:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

- TACPA Preference Request ([STD 830](#))
- Bidder's Summary of Contract Activities and Labor Hours ([TACPA Form 526](#))

The State Treasurer's Office will send the applicable TACPA request documents to the Department of General Services, Procurement Division, Dispute Resolution Unit. TACPA preference requests are typically reviewed and processed by DGS within five (5) business days. If an award of this agreement is made based on the TACPA preference, DGS will monitor compliance directly with the Contractor throughout the life of the contract.

ATTACHMENT 16

RESUMES OF KEY PERSONNEL

Name of Firm:
Please attach resumes for each identified key personnel who will be directly involved in providing these services.

Name:	Percent of Effort %
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Firm?
Experience:	

Name:	Percent of Effort %
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Firm?
Experience:	

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SAMPLE	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

ScholarShare Investment Board

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

April 1, 2024 (or upon approval of the Department of General Services, whichever is later)

THROUGH END DATE

March 31, 2026

3. The maximum amount of this Agreement is:

TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A-1	Resumes of Key Personnel	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Proposal	1
Exhibit C*	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Special Terms and Conditions	7
	RFP and Contractor's response thereto are incorporated by reference and made part of this Agreement	

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

SAMPLE

STD 213 (Rev. 04/2020)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

ScholarShare Investment Board

CONTRACTING AGENCY ADDRESS

901 P Street, Suite 313B

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Julio Martinez

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1) Scope Overview

The ScholarShare Investment Board (SIB or Board) is the administrator of California's 529 college savings plan, the ScholarShare 529 College Savings Plan, and the California Kids Investment and Development Savings Program (CalKIDS or Program). To increase awareness about the Program throughout the State, it is important that the Board develop and implement a comprehensive marketing campaign to complement its ongoing outreach efforts, as well as existing marketing efforts overseen by the ScholarShare 529 Plan Manager.

To achieve this, SIB requires a firm to provide multi-segmented, integrated marketing and communications services through holistic, statewide marketing campaigns with the goal of promoting CalKIDS and maximizing the number of participants accessing the Program. SIB requires a firm to provide comprehensive services which include but are not limited to, advertising and media buying, video production, content creation, public relations, and analytics and reporting. More information about CalKIDS can be found online at www.calkids.org

2) Description of Service

The following scope of work details SIB's expectations for a Contractor providing marketing services (sometimes referred to as the "Contractor") for CalKIDS. The selected Contractor is expected to create annual statewide media and/or advertising campaigns through the services outlined below, in an effort to build upon the strengths of the current CalKIDS media campaign(s), while introducing innovative, effective, and creative strategies that will deliver positive results in increasing the public's awareness of the Program, as well as engagement and education amongst eligible populations about claiming their CalKIDS accounts. These services may include, but are not limited to, the following:

a) Strategy

- i. Coordinate with SIB, its vendors, and its Plan Manager to develop and implement a plan for marketing, public relations, and outreach to CalKIDS participants, which includes low-income communities and new or expecting parents.
- ii. Develop and implement an ad placement and expenditure campaign strategy, as approved by SIB and designed to increase participation and engagement in the Program and Plan, that:
 - Incorporates existing or new content and design elements produced by SIB, its vendors, and/or its Plan Manager.
 - Includes reaching the target audiences in English, Spanish, and any other language that SIB determines.
 - Includes reaching underserved and underrepresented populations and/or regions, as well as specific geographic target markets within the State.
 - Utilizes media buys and various advertising mediums, which may include, but is not limited to, OTT, digital and online advertising and media, ethnic print, radio, television, print, social media, or other emerging technology, as appropriate and necessary.
 - In addition to Program components, also highlights how the Program can educate families about financial literacy concepts, such as savings, finance, and compound growth.
- iii. Coordinate with SIB and its partners to maximize the effectiveness of the collective Program strategies and opportunities.

b) Campaigns, Media Buys, and Events

- i. Coordinate and implement mail or targeted campaigns to reach strategic partners or participants. The usage of personally identifiable data of CalKIDS participants for direct

EXHIBIT A
(Standard Agreement)

- campaigns will require the firm to adhere to data agreements subject to approval by different state agencies.
- ii. Secure and manage media buys to ensure all funds allocated for the CalKIDS campaign are aired and are expended by the end of the Agreement. Must have the ability to secure ad placements with media companies without pre-payment of campaign from SIB. The State of California pays invoices after the campaign airs.
 - iii. Plan and implement public relations campaign(s) designed to generate earned media and community engagement.
 - iv. Plan and implement in-person events throughout the state of California.
- c) Content and Production
- i. Design and produce creative content for toolkits, social media, website, and other mediums as needed or requested by SIB. This includes the ability to expand on existing creative assets.
 - ii. Facilitate production of various printed collateral (brochures, flyers, etc.) and/or promotional materials for use or distribution at in-person events.
 - iii. Facilitate the production of videos and/or other educational tools using new or existing content for the campaign.
- d) Reporting
- i. Monitor analytics and provide a recap of all media, including analytics from all aspects of the campaign (i.e., digital and social media), value added campaigns by each medium, and campaign actual reach, frequency and impressions for each market and the overall campaign, as established by SIB.
 - ii. Provide detailed invoices recapping the expenditures for the month, agency commission rate for media buying services and/or hourly rate for other marketing services, as provided on the Cost Sheet. Contractor will also include the actual invoices and affidavits from the media companies that they are doing business with on behalf of SIB.
- e) General
- i. Work with SIB's existing marketing vendors, Plan manager, and designees, as needed.
 - ii. Be available to consult with SIB members and the Executive Director from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday.
 - iii. Respond to the need for telephone consultation within a 24-hour period and be available for meetings with SIB with no greater than 10 days' notice.

Additional Contractor Requirements:

- Must commit a team of knowledgeable and experienced professionals to the account who have experience and success in outreach to California's multicultural and multi-language population.
- Possess strong project management skills, with an attention to detail, the ability to manage a team of agency partners/subcontractors, as well as the ability to manage advertising development, creative production, consumer research, media placement, public relations, and campaign evaluation to address SIB priorities.

Responsibilities of SIB include:

- SIB, or its designee, will collaborate with the Contractor to determine messaging and provide scripts and/or produce public service announcements (PSAs) in English, Spanish, and possibly other language for each requested task. Subject to the task, existing marketing content will be provided to the Contractor prior to the schedule airing. Changes and adjustments to copy during the campaign may be provided by SIB.

**EXHIBIT A
(Standard Agreement)**

- The cost of each task will be discussed and agreed upon by both SIB and the Contractor before the start of the campaign.
- SIB will be the approver for the media buys and all marketing or public relations activities prior to schedules being placed.
- All invoices, including invoices from the media campaign(s), will be reviewed by SIB before payment is made.
- SIB may request adjustments to media buys or other marketing services as needed and will discuss the request with the Contractor.

SIB will provide the Contractor with its request for services in writing prior to the start of any work. Contractor agrees not to accept any requests for services that does not include all the information required or exceeds the value of the Agreement.

3) Location of Services

The services shall be performed at the offices of the Contractor and at the offices of appropriate affiliates, related entities, subsidiaries and subcontractors; however, there will be some mandatory meetings at 901 P Street, Sacramento, California 95814.

4) Contractor's Personnel

Contractor shall ensure that the quality and availability of its personnel assigned to this agreement will be maintained over the term of the agreement. Any changes in assigned personnel are at the discretion of the firm, provided that any replacements have substantially the same as or better qualifications and experience than the original personnel.

5) Performance Criteria

The performance of the selected Contractor will be evaluated based on the criteria outlined below.

- Responsiveness and timeliness in responding to inquiries made by SIB (members, Executive Director, and staff).
- Availability to SIB for conference calls and board meetings, as needed.
- Quality, completeness and timeliness in providing reports, analyses and recommendations to SIB for review and consideration.
- Quality and accuracy of information, data and support included in all products submitted to SIB.
- Availability of resources to adequately perform on contract requirements (staff, consultants, etc.).
- Demonstrates the ability to provide day-to-day management of tasks and coordination of support and administrative activities.
- Possesses the technical and functional skills, and knowledge to direct all aspects of the contract.

6) Project Representatives

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

State Agency: ScholarShare Investment Board	Contractor:
Name: Julio Martinez	Name:
Address: 901 P Street, Suite 313B Sacramento, CA 95814	Address:
Phone: (916) 651-6380	Phone:
Email: Julio.Martinez@treasurer.ca.gov	Email:

EXHIBIT A
(Standard Agreement)

7) Distribution / Ownership / Confidentiality of Data

The distribution of all data produced by the Contractor is restricted to SIB. This data becomes property of SIB, and SIB reserves exclusive rights to its further dissemination. In addition, Contractor shall keep confidential any information which identifies, or may identify, ScholarShare 529 or CalKIDS account holders.

8) Conflict of Interest

In the event that during the term of the agreement, the Contractor begins a contractual or other business relationship with any investment management services contractor that provides services for the Trust or any investment manager directing funds in the ScholarShare 529 portfolio, either on its own or in partnership, with other entities, it shall provide prior notification to SIB. Should the Contractor begin such a relationship, the agreement may be terminated immediately by SIB on the ground of conflict of interest and any payments made subsequent to the creation of the conflict shall be disgorged by the agreement. Also, the Contractor may continue to perform and receive payment under this agreement only if SIB executes a written waiver of conflict, which waiver may not be given retroactive effect.

This section applies to any subcontractors the Contractor may utilize for this agreement. Ownership of a ScholarShare 529 account does not constitute a business relationship for the purposes of this article.

9) Term of Agreement

The term of the agreement entered into pursuant to this RFP, if any, will be April 1, 2024 through March 31, 2026 with a maximum amount of \$7,500,000. At the option of the Board, the agreement may be extended for one additional year. The agreement is subject to the approval of SIB and the Department of General Services (DGS). In no event shall services be performed prior to the approval of the agreement by the DGS Office of Legal Services.

**EXHIBIT A-1
(Standard Agreement)**

RESUMES OF KEY PERSONNEL

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1) Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the itemized invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the following items, and as outlined in Exhibit B, Attachment 1:

- i. Agency commission rate for media buying services.
- ii. Hourly rates and other costs for services related to other marketing efforts completed.

Rates shall remain the same throughout the entire term of the agreement, including all optional extensions.

B. For marketing services satisfactorily rendered, and upon receipt and approval of itemized invoices, the State agrees to compensate the Contractor for advertising funds placed with media companies by the Contractor, on behalf of SIB.

C. Invoices shall include Agreement No. SIB06-23 and shall be submitted not more frequently than monthly in arrears to:

ScholarShare Investment Board
Attention: Julio Martinez
P.O. Box 942809
Sacramento, CA 94209-0001

In consideration for the satisfactory completion of the services described herein, SIB agrees to pay Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement. The invoice shall be submitted by Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of Contractor and subcontractors and the hours allocated to those activities.

2) Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

3) Prompt Payment Clause

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

**EXHIBIT B, ATTACHMENT 1
 (Standard Agreement)**

COST PROPOSAL

Media Buying Services

AGENCY COMMISSION RATE	TOTAL
AGENCY FEES (Agency commission rate up to 15%) \$6,000,000.00 ¹ X _____ % =	\$

¹Total shall be calculated assuming a maximum media buy budget of \$6,000,000.00 over the term of the Agreement.

Marketing Services

DIRECT LABOR (Staff Level/Title)	HOURS ²	MULTIPLY	HOURLY RATE	EQUALS	TOTAL ³	<u>TOTALS</u>
		X		=		
		X		=		
		X		=		
		X		=		
TOTAL DIRECT LABOR	200²					(A)
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%		TOTAL	
Overhead Rate					%	
Fringe Benefits					%	
					TOTAL INDIRECT COSTS	(B)
DIRECT COSTS (EXCEPT LABOR)					TOTAL	
Other Direct Costs (Itemized)						
					TOTAL DIRECT COSTS (EXCEPT LABOR)	(C)
					TOTAL COSTS⁴	

²Total shall be calculated assuming 200 hours of services provided by all levels of staff (including subcontractors).
³Total shall be calculated by multiplying the number of hours per year by hourly rate for each level of staff (including subcontractors).
⁴Total shall be the sum of the totals for A-C.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

**EXHIBIT D
(Standard Agreement)**

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

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 6 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

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

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his 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 obligation of the State 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.

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6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

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

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Section 6 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Section 6 of Exhibit A.

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Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Exhibit A, Attachment 1. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State and an amendment to this Agreement.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

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18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

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

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation

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of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 calendar days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

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30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency

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for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Labor Neutrality Policy

SIB recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

36. Executive Order N-6-22 Russia Sanctions

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