

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

AGREEMENT NUMBER

CTA 11 006

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CALIFORNIA TAHOE CONSERVANCY

CONTRACTOR'S NAME

LAKE TAHOE CONSERVATION FUND (TAHOE FUND)

2. The term of this Agreement is: **10/17/11** through **10/17/12**
 Or upon approval, whichever occurs later

3. The maximum amount of this Agreement is: **\$ 120,000.00**
ONE HUNDRED TWENTY THOUSAND DOLLARS

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

Exhibit A – Scope of Work	3 page(s)
Exhibit A-1 Work Plan and Schedule	6 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit B-1 Budget Details	3 page(s)
Exhibit C* – General Terms and Conditions	GTC-610 4 page(s)
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	7 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	None
CCC-307 (Contractor Certification Clauses)	4 page(s)

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

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

CONTRACTOR

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

LAKE TAHOE CONSERVATION FUND (TAHOE FUND)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CINDY GUSTAFSON, PRESIDENT

ADDRESS

P. O. BOX 7124 TAHOE CITY, CA 96145

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA TAHOE CONSERVANCY

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

PATRICK WRIGHT, EXECUTIVE DIRECTOR

ADDRESS

1061 THIRD STREET, SOUTH LAKE TAHOE, CA 96150

California Department of General Services Use Only

Exempt per: **SCM 4.04 & 5.80**

EXHIBIT A

SCOPE OF WORK, AND SPECIAL TERMS AND CONDITIONS

1. Scope of Work

Contractor agrees to provide communication, outreach and marketing consultant services for the Lake Tahoe License Plate Program. Contractor agrees to perform the services described in the attached Work Plan, Budget and Schedule (Exhibit A-1).

The Work Plan shall have the same effect as if included in the text of this agreement. However, the Work Plan may be modified without amendment of this agreement upon the Grantee's submission of a modified Work Plan and the Conservancy's written approval of it. If this agreement and the Work Plan are inconsistent, the agreement shall control.

Except as otherwise provided herein, the Contractor shall expend funds in the manner described in the Budget and the Work Plan approved by the Conservancy. The dollar amount of an item in the budget may be adjusted by up to ten percent (10%) through reallocation of funds from another item or items, with approval of the Conservancy; the Contractor shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Conservancy. The total amount of the agreement may not be increased except by formal amendment.

2. Effective date of Agreement

This Agreement shall take effect when one or more original completed copies have been signed by the authorized representatives of both parties, and approved by the State Department of General Services, if required.

3. Project Coordinator

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

4. Subcontracting

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

5. Resolution of Disputes

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

process any claims arising there-from against the Conservancy pursuant to Government Code Section 900 et seq.

6. Termination

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

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

a. Cause: The agreement may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

b. Convenience of the State: The State may terminate performance of work under this contract for its convenience in whole or, from time to time, in part, if the State determines that a termination is in the State's interest. The State shall terminate by delivering to the contractor a designee, shall terminate by delivering to the contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the contract, the contract shall be deemed to remain in effect until such time as the termination deemed to remain in effect until such time as the termination settlement, if any, is concluded and the contract shall not be void.

7. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the Conservancy's operation which are designated confidential by the Conservancy and made available to Contractor in order to carry out this Agreement, or which become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Conservancy. The identification of all such confidential data and information as well as the Conservancy's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Conservancy in writing to Contractor. If the methods and procedures employed by the Contractor for the protection of data and information are deemed by the Conservancy to be adequate for the protection of the Conservancy's confidential information, such methods and procedures may be used, with the written consent of the Conservancy, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

8. Contractor Evaluation

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

9. Authority

The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement. The signature of the Executive Director of the Conservancy on this agreement certifies that the execution of this agreement is consistent with the authority delegated to the Executive Director under Resolution Number 4-85-01 dated April 19, 1985 and Resolution Number 11-07-03 dated July 21, 2011.

EXHIBIT A-1

WORK PLAN AND SCHEDULE

WORK PLAN

The vehicles by which the Tahoe Fund will reach the target audiences and frequency at which the audiences will be exposed to the license plate outreach is outlined in the scope of work below:

Task # 1 Public Relations:

Write and distribute monthly releases highlighting:

- Conservancy projects, programs and accomplishments funded by or related to license plate sales.
- Public-private partnerships developed in support of license plate sales.
- Seasonal license plate promotions: plate for powder program, plate giveaways, prizes, contests and the like.

News releases and story ideas will be pitched to local, regional, and statewide media outlets including but not limited to:

Tahoe Daily Tribune
North Lake Tahoe Bonanza
Sierra Sun
The Weekly
Moonshine Ink
Truckee Times
Lake Tahoe Action
Auburn County Journal
The Union
Nevada Appeal
Record-Courier
Northern Nevada Business Weekly
Squaw Valley Times
Tahoe Donner News
Sacramento Bee
San Francisco Chronicle
San Jose Mercury News
Tahoe Quarterly
Sierra Heritage
Reno Magazine
Alpine Green Living
Diablo
Contra Costa Times
Oakland Tribune

San Francisco Magazine
7 X 7
Via
Marin Independent Journal
East Bay Express
Napa Valley Register
Stockton Record
Sacramento News and Review
San Francisco Bay Guardian
SF Weekly
San Francisco Bay Times

Public Service Announcements (PSAs) will be written and distributed to electronic media in the Reno-Tahoe, Sacramento and San Francisco Bay Area markets.

TASK # 2 ADVERTISING

- Develop an ad campaign directly relating license plate sales to recreation and water quality projects, and restoration efforts at Lake Tahoe.
- Design print and online ad templates for limited media buys and in-kind advertising/editorial opportunities.
- Develop a media plan reaching local, regional and statewide audiences; solicit free print and online advertising opportunities in local, regional and statewide publications.

Media list will include but will not be limited to:

Print:

- Tahoe Quarterly
- Sierra Sun
- Tahoe Bonanza
- Mountain Democrat
- Skier's News (print, online, editorial)
- Auburn Journal

Online:

- VIA Magazine (eblast/online)
- Face book ads
- Google Search
- Google Display
- Sierrasun.com
- Bonanza.com
- Tahoe.com
- Sacbee.com

Radio-PSAs:

- Sacramento
- San Francisco
- Susanville
- Auburn
- Reno

TV:

- Tahoe TV
- Channel 6
- RSN

TASK # 3 PRINT COLLATERAL

- Develop a multi-purpose rack card for display in local businesses, community organizations, lodging properties, ski resorts, and for direct mailings.
- Develop DMV and Car dealership display.
- Develop a list of local/regional events (parades, conservation events, sporting events, Tahoe expo, etc.) at which a license plate booth or materials will be displayed and/or disseminated; create banners and collateral materials for events and/or booth displays.
- Develop signage to include at projects funded by license plate sales ("this project funded in part by...").

TASK # 4 ONLINE MAKETING – WEBSITE, E-MAIL CAMPAIGN MARKETING AND SOCIAL MEDIA

- Update tahoepates.org site:
 - to support messaging
 - to make purchasing a plate as easy as possible
 - to highlight ongoing plate promotions
 - to capture emails
 - to build an online community through social media
 - to highlight public-private partnerships supporting the Lake Tahoe License Plate
 - to provide more information on the projects and programs that plate sales support (links to Conservancy website, project profiles, etc.)
- Offer banner ads and badges to partner organizations to display on their sites.
- Develop and distribute quarterly e-blasts highlighting projects supported by plate sales, announcing new license plate promotions and face book contests, providing click-throughs to the Conservancy website and other partner organizations if/when applicable.
- Develop and implement a social media strategy to increase the Conservancy fan base and build their email distribution list
 - Develop social media posting calendar
 - Develop 4-6 social media promos/contests to capture emails and drive license plate sales

- Update the Tahoe Plates/Conservancy Face book page:
 - Create a landing page reflecting messaging and most current campaign
 - Create a tab for seasonal promotions, contests and giveaways
 - Create a tab for email capture
 - Create a tab for events
 - Create a tab for projects (highlighting projects supported by plate sales)
 - Create a tab for photo gallery
- Seek out free online directory listings frequented by target audiences.
- Build relationships with other conservation and recreation-related membership organizations to cross-link on their websites and post on their Face book pages.

TASK #5 BUILDING PUBLIC/PRIVATE PARTNERSHIPS

- Work closely with area ski and cross-country resorts, and associations to reinvigorate the Plate for Powder program; cross-promote to their email lists and social media channels; provide signage for display at ticket booths, etc. An in-kind match of \$36K in donated lift tickets is expected.
- Reach out to public transportation agencies, government and environmental organizations, solicit opportunities to display Web banner ads and/or printed display ads in their collateral materials; if applicable, cross-promote to their email lists and social media channels.
- Work with Chambers of Commerce, Tourism Agencies and Visitor Convention Bureaus to educate their membership about the license plate and projects license plate sales support; solicit opportunities to display Web banner ads and include information in their membership email blasts and/or printed membership newsletters; provide rack cards for display.
- Work with area Community Foundations to disseminate information about the license plate and the projects license plate sales support to their donors; solicit opportunities to include information in their membership email blasts and/or printed membership newsletters; provide rack cards for display.
- Reach out to vacation rental agencies to include information on the license plates within their guest welcome packets; solicit opportunities to build promotions around license plate sales (see next bullet).
- Reach out to lodging facilities and local businesses to build promotions around license plate sales (purchase a license plate by a certain date and be entered to win an all-expense-paid weekend in Lake Tahoe including lodging, dinner, ski rentals, and spa package, etc.)
- Coordinate with Nevada on their license plate outreach.
- Coordinate with Tahoe Fund on our projects and project outreach as well as our overall communications efforts.
- Work with local PUDs to try and include a rack card as a bill stuffer in their constituent mailings.

TASK # 6 MEASUREMENT, REPORTING, AND PROJECT MANAGEMENT

Success of the outreach program will be measured in the following ways:

- Actual sales and renewals of the Lake Tahoe License Plates
- Website traffic and referral traffic
- Number of email contacts collected
- Efficacy or PR – readership/viewer numbers of each story secured

The Tahoe Fund will present monthly progress and a year-end report summarizing the overall program. As the main point of contact and manager for the project, Randy Hill will ensure that project communication is conducted efficiently and that the project budget and timelines are met.

SCHEDULE

Task	Task Completed
Contract signed	October 2011
Pre-campaign meetings and strategy completed	October 2011
Outreach to ski and cross-country resorts completed	October 2011
Plate of Powder Program collateral/advertising completed	November 2011
Email blast template completed; email blast #1 distributed	November 2011
Website updates and social media infrastructure completed	November 2011
Collateral printed (general rack card, DMV display, event booth materials)	January 2012
Calendar of events completed (booth participation)	January 2012
Email blast #2 distributed	February 2012
DMV displays and rack cards distributed	February 2012
Plate for Powder Program completed	May 2012
Summer campaign collateral/advertising completed	May 2012
Website and social media landing pages updated	May 2012
Email blast #3 distributed	May 2012
Replenishment/additional distribution of rack cards/displays completed	June 2012
Email blast #4 distributed	August 2012
News release distribution	On-going, monthly
Public-private partnership outreach	On-going, monthly
Outreach for Web linking campaigns and in-linking opportunities	On-going, monthly
Social Media posting	On-going, monthly
Measurement and reporting	On-going, monthly

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

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

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

2. PROMPT PAYMENT CLAUSE

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

3. INDIRECT COST, ADMINISTRATION AND OVERHEAD

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

4. OVERPAYMENT PROVISION

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

5. WITHHOLD PROVISION

Not less than 10 percent (10%) of the contract amount shall be withheld pending final completion of the Agreement. The only payments not subject to the 10 percent

(10%) withhold are payments made to subcontractors, where Contractor withholds 10 percent from its payment to subcontractors.

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

6. TRAVEL REIMBURSEMENT

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

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

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

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

7. JURISDICTION AND VENUE

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

8. INVOICE PROCEDURE:

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

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

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

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

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

EXHIBIT B-1

APPENDIX: BUDGET/COST PROPOSAL

	Personnel	Hrs	Rate	Amount \$	In-Kind
Public Relations				\$9,320.00	\$3,280.00
Writing of 12 news releases	SDBX	55	\$100/hr	\$5,500.00	
Proofing & Distribution	SDBX	12	\$85/hr	\$1,020.00	\$180.00
Media list maintenance	SDBX	10	\$30/hr	\$300.00	\$700.00
Tracking & Reporting	SDBX	15	\$100/hr	\$1,500.00	
Writing PSAs (2-3)	SDBX	10	\$100/hr	\$1,000.00	
Cision Media database	SDBX				\$2,400.00
Advertising				\$45,530.00	\$14,270.00
Campaign Strategy & Development	All	40	\$100/hr	\$4,000.00	
Print & online ad templates	SDBX	18	\$85/hr	\$1,530.00	\$270.00
Media plan buy/execution; tracking and reporting	CC		cost	\$40,000.00	\$14,000.00
Print Collateral				\$14,805.00	\$795.00
Rack card design, general	SDBX	8	\$85/hr	\$680.00	\$120.00
Rack card/display design, plate for powder program	SDBX	7	\$85/hr	\$595.00	\$105.00
Rack card copywriting	SDBX	8	\$100/hr	\$800.00	
Rack card printing	Printer		cost	\$4,500.00	
DMV & car dealership display	SDBX	20	\$85/hr	\$1,700.00	\$300.00
DMV & car dealership display copywriting	SDBX	4	\$85/hr	\$340.00	\$60.00

EXHIBIT B-1

DMV & car dealership printing	Printer		cost	\$5,000.00	
Local/regional events research	SDBX	4	\$85/hr	\$340.00	\$60.00
Booth display materials	SDBX	10	\$85/hr	\$850.00	\$150.00
Online Marketing				\$29,420.00	\$3,480.00
Web site updates (2 campaigns)	SDBX	100	\$95/hr	\$9,500.00	\$500.00
Template banner ad/badge (2 campaigns)	SDBX	8	\$85/hr	\$680.00	\$120.00
Email template (design & build)	SDBX	14	\$85/hr	\$1,190.00	\$210.00
Email template updates (x4)	SDBX	20	\$85/hr	\$1,700.00	\$300.00
Email distribution (x4)	Vendor		cost	\$500.00	
Email blast copywriting (x4)	SDBX	12	\$100/hr	\$1,200.00	
SM strategy & implementation	SDBX	100	\$85/hr	\$8,500.00	\$1,500.00
FB page development: 6 tabs	SDBX	20	\$95/hr	\$1,900.00	\$100.00
SEO / Inlinking opps	SDBX	50	\$85/hr	\$4,250.00	\$750.00
Partnership Building				\$14,450.00	\$36,000.00
Plate for Powder program maintenance	TF	60	\$85hr	\$5,100.00	\$36,000.00
Additional campaign maintenance	TF	60	\$85/hr	\$5,100.00	
Public transportation, gov't and enviro org outreach	TF	8	\$85hr	\$680.00	
Chambers outreach	TF	8	\$85hr	\$680.00	

EXHIBIT B-1

Community Foundation outreach	TF	8	\$85hr	\$680.00
Vacation Rental outreach	TF	8	\$85hr	\$680.00
Lodging, local biz outreach	TF	10	\$85hr	\$850.00
PUD outreach	TF	8	\$85hr	\$680.00

Measurement, Reporting & Project Management

\$6,375.00

Project management & reporting	TF	75	\$85/hr	\$6,375.00
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**Total Amount
\$119,900.00**

**Total In-Kind
\$57,825.00**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. OWNERSHIP OF DATA: The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, servicemarks, or patents will not be filed that infringe on the exclusive ownership by the State.

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

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project, developed during the course of this Agreement by the contractor or jointly by the contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement. Pursuant to this Agreement, all preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

3. MATERIAL OWNERSHIP: The Contractor, by signing this Agreement, expressly grants to the California Tahoe Conservancy (Conservancy) for all copyrightable material, including but not limited to, works of art and original work of authorship first produced, composed or authored in the performance of this Agreement, a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display such copyrightable material. Contractor, by signing this Agreement, expressly conveys to the Conservancy all ownership of the master copies of the physical embodiments of the works of art and authorship produced under this Agreement. Contractor agrees it does not reserve any rights to these master copies. Contractor shall obtain these same rights for the Conservancy from all subcontractors and others who produce copyrightable material, works of art, or works of authorship under this Agreement. Contractor shall incorporate these paragraphs, modified appropriately, into its Agreements with subcontractors. No subcontract shall be entered into without these rights being conveyed to Conservancy by the Contractor. All products produced by the Contractor or subcontractors and delivered to Conservancy pursuant to the Agreement shall become the exclusive property of Conservancy and may be copyrighted by Conservancy and shall be released to Conservancy by the Contractor and / or subcontractors, unless otherwise stipulated, in writing, by the appropriate Contract representative.

4. SETTLEMENT OF DISPUTES:

a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall file a "Notice of Dispute" with the Executive Director of the

Conservancy within ten (10) working days of discovery of the problem. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which contractor believes the State is liable. Within ten (10) working days of such notification, the Executive Director shall meet with a representative of the Contractor and the Conservancy's Program Coordinator for the purpose of resolving the dispute. If the Executive Director is unable to resolve the dispute to the Contractor's satisfaction, the matter shall be referred to the Conservancy's governing board for its decision.

b. Pending the final resolution of any dispute arising under, related to or involving this contractor agrees to diligently proceed with the performance of this contract, including the delivery or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of the contract.

c. Any final decision of the State shall be expressly identified as such, shall be in writing and shall be signed by the Executive Director of the Conservancy. If the Conservancy fails to render a final decision within ninety (90) days after the receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

5. EVALUATION OF CONTRACTOR: Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on the Contract/Contractor Evaluation Sheet, STD. 4 and maintained in the agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of legal services, if it is a negative and over \$5,000.00.

6. 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.

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

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

If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within sixty (60) days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated

in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

8. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

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

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

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

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

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

12. QUALITY AND FINANCIAL AUDITS: During and for three (3) years after the term of this Agreement, or until the final payment under this Agreement, whichever is later, the Contractor agrees that the State, its authorized representatives, and such consultants and specialists as needed, as well as the State Auditor, will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the applicable state agencies or their representatives, consultants, and specialists with any requested information connected with performance of this agreement and shall permit the agencies or their representatives, consultants, and specialists access to its premises upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be under investigation. If an audit, review, examination or Conservancy evaluation is commenced during the time specified herein, Contractor shall continue to provide access as specified above until the audit, review, examination or evaluation is completed. The State may make periodic audits and review, examinations or evaluations at its expense regarding the Contractor's performance under this Agreement, including but not limited to the quality of the services rendered pursuant to this agreement. The State may also audit and examine records and accounts, which pertain, directly or indirectly, to the Contractor (including its parent corporation). The Contractor shall cooperate fully with such auditors; however, such audit shall not interfere with the administration of the Contract, or with the administration of the Contractor. Audits, review, examinations or evaluations may be undertaken directly by the State, or by the Office of the State Auditor, or by third parties engaged by the State, including accountants, consultants and physicians. The Contractor shall cooperate fully with the State or any such third party in connection with such audit, review, examination or evaluation. All adjustments, payments, and/or reimbursements determined to be necessary by an audit, review, examination or evaluation shall be made promptly by the appropriate party. The Contractor shall have the opportunity, prior to the release of the audit, review, examination or evaluation report, to review the draft and to include in the report its responses to issues raised by the report.

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

14. ENTIRE AGREEMENT/INCORPORATED DOCUMENTS/ORDER OF PRECEDENCE: This Agreement contains all representations and the entire understanding between the parties hereto

with respect to the subject matter thereof. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement. This Agreement shall consist of the terms of this Agreement, and all attached documents, which are expressly incorporated herein. In addition to those documents, which are incorporated elsewhere in this Agreement, the following documents are, by this reference, also incorporated herein.

15. EXECUTION OF CONTRACT: The Contract will be signed by the successful bidder and returned to the Department within ten (10) days of receipt, not including Saturdays, Sundays and legal holidays. Failure to execute the contract as prescribed will be just cause for the annulment of the award.

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

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

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

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

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

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

22. RENEWAL OPTION: Subject to available funding and satisfactory performance, the State shall have the option of renewing this year Agreement for two (2) consecutive years on the same terms and conditions.. However, the total duration of this Agreement, including the exercise of any option(s) under this clause, shall not exceed three (3) years. The same terms and conditions will apply each year as specified herein.

23. REPORTS AND/OR MEETINGS: The Contractor shall provide oral or written progress reports as requested by the State to determine whether the Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and to afford occasions for discussing and resolving problems encountered. The Contractor shall meet with the State upon request to discuss progress on the Agreement or to present findings, conclusions and recommendations.

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

25. RESPONSIBILITIES OF THE PARTIES: Upon notice of termination on any basis under this Agreement the responsibilities of the parties shall be as follows: 1) Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all services affected, unless the notice directs otherwise. 2) The Contractor shall cooperate fully and completely with the State and any of its Contractors both during and after the termination and transfer process.

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

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

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

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

30. 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.

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

CCC-307

CERTIFICATION

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

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

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 8103) (Not applicable to public entities.)

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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