

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER 20S10037	AMENDMENT NUMBER
-------------------------------------	------------------

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME SKDKnickerbocker LLC		2. FEDERAL I.D. NUMBER [REDACTED]
3. AGENCY TRANSMITTING AGREEMENT Secretary of State	4. DIVISION, BUREAU, OR OTHER UNIT Executive	5. AGENCY BILLING CODE 065058
6a. CONTRACT ANALYST NAME Shannon Kauffman	6b. EMAIL [REDACTED]	6c. PHONE NUMBER [REDACTED]

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

 No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

Local Assistance - Voter Outreach and Public Education Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Emergency Agreement - SOS Office's Vote Safe California outreach and public education campaign is to ensure that the 2020 election is safe, free, fair, accessible, and secure for all California voters. This project supports the implementation of the statewide mandates of the Help America Vote Act of 2002 (HAVA) as it relates to the Consolidated Appropriations Act of 2020 and the CARES Act due to the COVID-19 pandemic. As part of these mandates, the urgency of the statewide election.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Federal Funds	0890-101-0890	20/21	6	2020	12,000,000.00
General Fund	0890-101-0001	20/21	6	2020	23,000,000.00

OBJECT CODE Please see below-	AGREEMENT TOTAL	35,000,000.00
OPTIONAL USE 08905910 / 0705000401 = 10,000,000.00 08905910 / 0705000512 = 23,000,000.00 08905910 / 0705000282 = 2,000,000.00	AMOUNT ENCUMBERED BY THIS DOCUMENT	35,000,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	0.00
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE	35,000,000.00

ACCOUNTING OFFICER'S SIGNATURE [REDACTED]	ACCOUNTING OFFICER'S NAME (Print or Type) Kristin Dagsher	DATE SIGNED 9/22/2020
--	--	--------------------------

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER 20S10037	AMENDMENT NUMBER
-------------------------------------	------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	08/13/2020	12/15/2020	35,000,000.00	Exempt
Amendment 1				
Amendment 2				
TOTAL			35,000,000.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) **PCC 1102 - Please see attached justification**

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?


Costs have been deemed fair and reasonable based upon market research efforts for these services; as well as cost comparisons with similar services utilized by other State agencies, such as Government Operations Agency Contract #CCC-19-50001.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).


AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Shannon Kauffman	DATE SIGNED 9/22/2020
---	---	--------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input checked="" type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement
DVBE goals were not targeted for this transaction.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE DocuSigned by: 	NAME/TITLE (Print or Type) Shannon Kauffman	DATE SIGNED 9/22/2020
---	--	--------------------------

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

20S10037

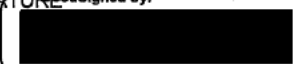
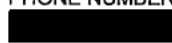

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

(b)(10)- Services are urgent/temporary/occasional in nature as this project supports the implementation of the statewide mandates of the Help America Vote Act of 2002 (HAVA) as it relates to the Consolidated Appropriations Act of 2020 and the CARES Act due to the COVID-19 pandemic. As part of these mandates, the urgency of the statewide election with a compressed timeline (3 months until Election Day) and the pandemic are a one-time temporary need of these services; therefore, these services can not be performed by civil service or another State department at this time.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE Signed by:  6A0130011E474C9	NAME/TITLE(Print or Type) Shannon Kauffman Bus. Ops Mgr	DATE SIGNED 9/22/2020
PHONE NUMBER 	STREET ADDRESS 1500 11th Street	
EMAIL 	CITY Sacramento	STATE ZIP CA 95814



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
1500 11th Street | Sacramento, CA 95814 | Tel 916.653.7244 | Fax 916.653.4620 | www.sos.ca.gov

Date: September 25, 2020

To: Daniel Kim, Director
Department of General Services

From: Alex Padilla, Secretary of State
California Secretary of State

Re: Emergency Justification Secretary of State Contract #20S10037 –
SKDKnickerbocker LLC

On March 4, 2020, the Governor issued a Proclamation of a State of Emergency related to the COVID-19 pandemic. As a result of the Emergency Proclamation, additional Executive Orders were issued, N-64-20 and N-67-20, which required changes to the November 3, 2020 Statewide General Election. The above referenced agreement is for voter outreach and education services specifically related to these changes and being done on the behalf of the counties of California, pursuant to AB 860 Statutes of 2020, which went into immediate effect. Given the urgency which these essential the services need in response to the COVID-19 pandemic; there was not sufficient time to competitively bid these services or seek a Non-Competitive Bid (NCB) approval due to the time associated processes. Therefore, this contract was done in accordance with Public Contract Code 1102 and the following Department of General Service guidance <https://www.dgs.ca.gov/PD/News/Page-Content/Procurement-Division-News-List-Folder/Emergency-Purchasing-Guidance-for-Departments>.

Furthermore, this contract complies with Public Contract Code section 1102:

1. Sudden, unexpected occurrence:

On March 4, 2020, in accordance with Government Code section 8625, Governor Gavin Newsom issued a Proclamation of a State of Emergency related to the COVID-19 pandemic. The Governor further issued Executive Orders N-67-20 and N-64-20 which proclaim a State of Emergency because of the threat of COVID-19 and require changes as a result of the pandemic for the November 3, 2020 Statewide General Election. Assembly Bill 860, Statutes 2020, enacted on June 18, 2020., requires county elections officials to mail a ballot to every registered voter, and to take other actions expanding vote by mail voting, including making remote accessible voting available to all voters. Additionally, Senate Bill 423, enacted on August 6, 2020, requires both county and State elections officials to conduct voter education and outreach campaigns related to new procedures and processes in place for the Statewide General Election on November 3, 2020. These bills were passed as urgency statutes necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution.

2: Poses a clear and imminent danger, requiring immediate action:

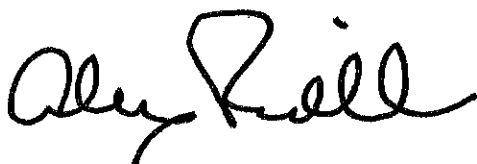
On March 4, 2020, in accordance with Government Code section 8625, Governor Gavin Newsom issued a Proclamation of a State of Emergency related to the COVID-19 pandemic. Additionally, the passage of AB 860 and SB 423 requires the counties of California and the Secretary of State to take immediate action in response to ensure the November 3, 2020 statewide general election can be conducted safely and successfully. The contracted work that SOS must procure is to address the following facts that have created a necessity: It is imperative to ensure that the 2020 election is safe, free, fair, accessible, and secure for all California voters. Given the scope of the challenge, large-scale preparation is needed immediately to ensure that registered voters in California are aware of changes to the General Election ahead of November. To achieve this, the Contractor will implement strategic tactics to reach first time vote-by-mail voters in California, inactive voters, all registered voters who have never cast a ballot in California before, voters with language access and disability needs, in addition to every active registered voter in the 58 counties across the state. Voters must be quickly and repeatedly made aware of their options for voting while taking care of their own safety, health, and wellbeing, as well as the health of others, so that the November 3, 2020 election proceeds safely.

3. To prevent or mitigate the loss or impairment of life, health, property, or essential public services:

Voting is a fundamental constitutional right and impediments to the free exercise of this right poses a clear and imminent danger. Holding an election that is safe, free, fair, accessible, and secure is a service and an obligation of the SOS. The voter outreach and education services procured by this contract on the behalf the counties of California and the State of California will prevent or mitigate the threat to health and life by informing more voters that they do not need to gather in groups on election day to exercise their right to vote – that alternative methods of voting are available. Doing so will mitigate the threat to the democratic process if eligible and registered voters stay home and fail to vote because they do not feel safe going to public polling places and are unaware, they have alternatives.

As the Secretary of State, pursuant to the, California Constitution, Article 5, Section 11, I thereby declare the need of these contracted services as an emergency in accordance with Public Contract Code 1102.

Thank you for your immediate attention to this matter.



ALEX PADILLA
Secretary of State

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20S10037	PURCHASING AUTHORITY NUMBER (if applicable)
-------------------------------------	---

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

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
SKDKnickerbocker LLC

2. The term of this Agreement is:

START DATE
August 13, 2020

THROUGH END DATE
December 15, 2020

3. The maximum amount of this Agreement is: **\$ 35,000,000.00**
Thirty-five million dollars and zero cents

4. The parties agree to comply with the term 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	16
Exhibit A-1	Contractor's Proposal	13
Exhibit A-2	Contractor's Resumes	11
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Cost Detail	6
Exhibit C	General Terms and Conditions (effective 4/4/2017)*	GTC-4/2017
Exhibit D	Special Terms and Conditions	2
Exhibit E	Additional Provisions	3

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.)

SKDKnickerbocker LLC

CONTRACTOR BUSINESS ADDRESS 1150 18th St NW Ste 800	CITY Washington	STATE DC	ZIP 20036
---	---------------------------	--------------------	---------------------

PRINTED NAME OF PERSON SIGNING Ted Chiodo	TITLE COO
---	---------------------


CONTRACTOR AUTHORIZED SIGNATURE DocuSigned by:  2AEC6981F8224B7...	DATE SIGNED 9/25/2020
--	---------------------------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTING AGENCY ADDRESS 1500 11th Street	CITY Sacramento	STATE CA	ZIP 95814
---	---------------------------	--------------------	---------------------

PRINTED NAME OF PERSON SIGNING Lizette Mata	TITLE Deputy Secretary of State, Operations
---	---

CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: 	DATE SIGNED 9/25/2020
--	---------------------------------

CALIFORNIA DEPARTMENT OF GENERAL SERVI

EXEMPTION (if Applicable)



Exhibit A Scope of Work

SKDK Knickerbocker, herein called (Contractor) is entering into this agreement with the California Secretary of State (SOS Office) hereinafter referred to as "State or SOS Office" to provide voter outreach and public education services on behalf of the counties of California and the State of California as described herein.

BACKGROUND:

The coronavirus disease 2019 (COVID -19) presents a difficult and novel challenge to the administration of the 2020 General Election. Avoiding large-scale social contact is a central feature of combating the crisis. COVID-19 presents a distinct challenge for election officials on top of the significant and ongoing threats to the security of our election infrastructure.

An executive order was issued by Governor Newsom in May calling for every registered voter to be sent a vote-by-mail ballot for the November 3, 2020, General Election. A second executive order was issued in June acknowledging the importance of in-person voting opportunities and the challenges election officials face in recruiting poll workers and voting locations. Per the order, county elections officials that cannot provide the levels of in-person voting typically required by state law will be required to offer a minimum of one in-person voting location for every 10,000 registered voters beginning October 31, the Saturday before Election Day. The in-person voting locations in the 15 Voters Choice Act counties will continue to be Vote Centers that can be used by any voter in the county. The in-person voting locations in non-Voter's Choice Act counties will be consolidated precincts, with each voter having an assigned voting location.

The SOS Office is committed to every eligible Californian being able to register and vote safely, securely, accessibly, and as conveniently as possible; to ensure that every ballot cast by an eligible voter counts; to maintain the security of the election; and to ensure the safety of election workers.

PURPOSE:

The purpose of the SOS Office's **Vote Safe California** outreach and public education campaign is to ensure that the 2020 election is safe, free, fair, accessible, and secure for all California voters. Given the scope of the challenge, large-scale preparation is needed immediately to ensure that registered voters in California are aware of changes to the General Election ahead of November. To achieve this, the Contractor will implement strategic tactics to reach first time vote-by-mail voters in California, inactive voters, all registered voters who have never cast a ballot in California before, voters with language access and disability needs, in addition to every active registered voter in the 58 counties across the state.

Exhibit A Scope of Work

The Contractor will work with the SOS Office's Communications Department to execute and develop creative outreach and public education strategies around Vote Safe California to ensure registered voters in California is aware of safety procedures at in-person voting locations, that they will receive a vote-by-mail ballot, how to verify their voter information and update their registration ahead of the general election, security of vote-by-mail ballots, the need for volunteer poll workers and voting locations, how to vote-by-mail, how to track their ballot, early voting options, as well as reminding Californians how to register to vote. These strategies should address and overcome community concerns, counter mis/disinformation, and motivate participation in the 2020 General Election.

A. THE STATE'S OUTREACH AND PUBLIC RELATIONS GOALS ARE TO:

1. Encourage voters who can vote-by-mail to do so to help ensure safe physical distancing at voting locations.
2. Educate first time vote-by-mail voters on the vote-by-mail ballot process from start to finish.
3. Encourage all registered voters to sign-up for the SOS Office's "Where's My Ballot?" tool to receive automatic updates on the status of their vote-by-mail ballots.
4. Reach every active registered voter in California to educate them on the changes to the 2020 General Election.
5. Deliver focused messaging about the changes to the election to targeted populations.
6. Ensure that all communications and advertising is culturally and linguistically competent and responsive to a rapidly changing environment.
7. Develop rapid response strategies for emergent issues, and other crisis communications.
8. Support county election officials outreach efforts by creating collateral and targeted regional media outreach including but not limited to paid and earned media.
9. Ensure voters understand that voting-by-mail is safe, and that in-person voting is also safe and available for those voters who need in-person services.
10. Drive California-focused efforts that will complement (but not duplicate) the advertising and marketing campaigns led by county election officials through the SOS Office's Vote Safe California campaign.
11. Coordinate with the network of community-based organizations, county election officials and philanthropic entities to ensure a consistent outreach effort.

Exhibit A Scope of Work

PROJECT SCOPE

The Contractor shall provide voter outreach and public education services to the SOS Office to ensure that registered voters in California are aware of changes to the General Election. The Contractor shall provide paid media, digital, social media, technology services, PSA development, animated video development, collateral development, communications management, and crisis communications. The outreach strategy will be developed, implemented, and adjusted in collaboration with the SOS Office's Communication Department – informed by county election officials, community-based organizations, and philanthropic entities where appropriate.

Given the quickly changing landscape in elections, made even more challenging by a COVID-19 pandemic, the Contractor should understand that priorities in the list of deliverables outlined by the SOS Office may change. The Communications Department will work closely with the Contractor to ensure that changes in priorities are communicated and acted upon accordingly.

The Contractor will be highly encouraged to subcontract with ethnic media subcontractors, to produce strategic, in-language, and culturally relevant media content specifically targeting the following languages: Spanish, Chinese, Hindi, Japanese, Khmer, Korean, Tagalog, Thai, and Vietnamese. Content in additional languages—including Arabic—may need to be developed to meet regional needs.

The Contractor also must design its campaign to reach all 58 counties in California. The Contractor will be highly encouraged to subcontract with a get-out-the-vote (GOTV) targeting expert. The Contractor should identify any additional proposed subcontractors and media partners, as well as ethnic media partners with the ability to reach hyper-local markets/populations.

The SOS Office reserves the right to approve or deny any proposed subcontractor and/or media partner. In addition, the SOS Office reserves the right to request that the Contractor consider subcontracting, partnering, and/or cooperating with State-identified ethnic media partners.

A. CAMPAIGN MANAGEMENT

1. Contractor shall coordinate a team to lead and drive campaign objectives, team should include at minimum:
 - a. Designated Chief Strategist/Account Principal
 - b. Designated Project Manager/Account Project Manager
 - c. Communication Specialist
 - d. Media Specialist

Exhibit A Scope of Work

- e. Digital Specialist
 - f. Social Media Specialist
 - g. Crisis Communication Specialist
 - h. Support staff, as required
2. Direct and oversee subcontractors, partners, and vendors, such as those providing ad-buy and studio services.
 3. Review existing Vote Safe California assets to inform outreach plan.
 4. Review and utilize data from VoteCal, the statewide voter registration database, to inform outreach efforts.
 5. Maintain and drive ongoing campaign calendar.
 6. Coordinate, lead, and participate in meetings and weekly conference calls, as directed by the SOS Office, to successfully drive campaign objectives.
 7. Provide monthly written reports, and updated plans and timelines.
 8. Utilize Vote Safe California branding and messaging to develop collateral and a collateral toolkit for county election officials and community-based organizations.

Contractor will deliver a written Campaign Management Plan to the SOS Office's Communications Department for review and approval by the SOS executive team within one week of contract execution.

B. COMMUNICATIONS PLAN

In addition to the Campaign Management Plan, the Contractor will develop a scalable strategic voter outreach and public education plan and timeline (Communications Plan) that drives a local, regional (media market) and statewide coordinated outreach effort, and also provides the best value for the State.

As the SOS Office's Communications Department has already developed the branding and preliminary messaging for the Vote Safe California campaign, the outreach and public relations plan should build on that foundation. The Contractor should also review and utilize Vote Safe California assets to inform its outreach plan.

The voter outreach and public education plan will outline how the Contractor will creatively utilize paid and earned media, strategic partnerships, and creative tactics to communicate the election changes to the 2020 General Election to every registered voter.

Contractor is encouraged to think creatively and utilize technology, such as mobile devices and social media, to recommend innovative ways to effectively reach our various audiences. Contractor should use existing messaging from the SOS Office and community partners who have conducted message testing to inform the campaign.

Exhibit A
Scope of Work

The Communications Plan shall also include innovative tactics and tools that can be used to identify, report, track, and rapidly respond to misinformation campaigns, which seek to target California voters and discourage their participation to vote-by-mail or in-person.

The Contractor should be available to advise on layout and presentation of SOS Office websites and tools.

Contractor will deliver a written Communications Plan/Timeline to the SOS Office for review and approval within two (2) weeks of contract execution. This written Communications Plan/Timeline will be a required deliverable to the SOS Office.

The SOS Office requires the Contractor to prioritize campaign efforts for and provide tailored media strategies for reaching:

- First time vote-by-mail voters
- First time voters
- Inactive Voters
- Student/younger voters
- Seniors/Older adults
- Voters with Language Access needs
- Voters with disabilities
- Californians who are not registered to vote, but are eligible
- All Registered Voters

Statewide messaging and branding must be inclusive to address all California voters, yet culturally and regionally adaptable for effective outreach to various audiences. Messaging should take into consideration the SOS Office's language accessibility standards.

Statewide messaging must integrate audience segmentation, which considers characteristics used to segment an audience, such as: demographics, language, geography, attitudes, needs, motivations, and previous engagement as a voter.

Statewide messaging must reach all 58 counties in California and should utilize media markets effectively as identified by the SOS Office below:

Market	County
--------	--------

Exhibit A
Scope of Work

Los Angeles Area	Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, Ventura
San Francisco Bay Area	Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma
Sacramento, Stockton, Modesto	Amador, Calaveras, Colusa, El Dorado, Nevada, Placer, Plumas, Sacramento, San Joaquin, Sierra, Solano, Stanislaus, Sutter, Tuolumne, Yolo, Yuba
San Diego	San Diego County
Fresno-Visalia	Fresno, Kings, Madera, Mariposa, Merced, Tulare
Monterey-Salinas	Monterey, San Benito, Santa Cruz
Bakersfield	Kern
Santa Barbara-Santa Maria-San Luis Obispo	San Luis Obispo, Santa Barbara
Chico-Redding	Butte, Glenn, Shasta, Tehama, Trinity
Palm Springs	Riverside
Eureka	Del Norte, Humboldt
*Reno, NV	Alpine, El Dorado, Lassen, Mono
*Yuma, AZ	Imperial
*Medford, OR	Modoc, Siskiyou

Regional messaging may shift during the length of the campaign due to communication priorities. Contractor and subcontractors must be able to make rapid adjustments to campaign messaging and tactics to address the needs of the SOS Office. Contractor's messaging plan must address how rapid messaging adjustments will be made and what resources and tactics will be utilized.

Contractor shall use Vote Safe California campaign branding to inform the development of collateral, which can consist of, but is not limited to:

- Digital advertisements

Exhibit A Scope of Work

- Web-banners
- TV/Radio PSAs
- Videos
- Social media graphics
- Billboards
- Bus shelters
- Newspaper advertisements
- Newspaper inserts
- Event signage

Contractor shall assist the State in the creation of additional in-house branded Vote Safe California campaign content for use by the SOS Office, based on contractor recommendations and State approval. The Contractor shall name suggested ethnic media subcontractors and media partners to produce strategic, in-language, media content.

The plan shall consist of detailed strategies and implementation timelines for tactics such as, but not limited to:

- Earned Media:
 - Contractor will provide earned media and logistical support to the SOS Office for statewide and county specific earned media opportunities and events (virtual) – such as convenings, press conferences, etc.
 - Contractor will amplify state and local 2020 Election efforts and events through earned media and integrate as designated by the SOS Office.
 - Contractor will provide a campaign strategy and timeline that will influence, inform, and support the SOS Office's earned media strategy, and identify event opportunities.
- Paid Media:
 - The Contractor will provide a paid media strategy and timeline.
 - The Contractor will coordinate with the SOS Office and local county elections officials to avoid duplicating paid media buys.
- Social Media & Digital Media:
 - The Contractor will provide a social media strategy and timeline, which includes the development of campaign branded channels and targeted advertisements.

Exhibit A
Scope of Work

- Contractor shall provide a campaign strategy and timeline that will influence, inform, and support the State's internal social media efforts.
- The Contractor shall identify opportunities to utilize the existing social media channels of "influencers," including celebrities, media partners, ethnic media partners, and community organizations to amplify our efforts and reach.
- PSA & Animated Videos:
 - The Contractor will provide support in developing Television and Radio PSAs, to be targeted effectively via media buys throughout the state.
 - Contractor will work with the SOS Office's Communication Team to develop animated videos that can be used via social media channels (both paid and organic) to target diverse voting audiences in California.
- Community Communications Coordination:
 - Contractor shall work with county election officials, community-based organizations, and philanthropic entities to ensure communications efforts remain consistent.
 - Contractor shall be available for task force calls between SOS Office and county elections officials and be available to provide additional regional updates on ad-buys (when appropriate).
 - Contractor shall develop advertising and marketing campaigns that complement the efforts of pre-existing communications efforts.
- Rapid Response:
 - Contractor will work with the SOS Office to rapidly deploy a strategic response via the most effective channels as it may relate to crisis communications.
 - Contractor shall develop unique innovative digital solutions and tools, which provide effective solutions challenges ahead of the General Election – such as rapid responses to regional and national updates.
 - Contractor should secure any necessary subcontractor(s) and/or vendor(s) required to develop and produce innovative prototypes.

Exhibit A Scope of Work

C. IMPLEMENTATION

Media Ad-Buys

The Contractor must use commercially reasonable efforts to negotiate the most cost-effective media ad-buys, capped at a ten (10) percent mark-up, and added value components. The Contractor shall name suggested subcontractors.

A cost-effective and scalable paid media plan must account for a majority percentage of the allotted budget and be able to balance the need to drive statewide messaging, and effectively reach diverse voting populations throughout California, utilizing ethnic and community-based media. It may include, but not be limited to:

- Television (TV) – Broadcast and Cable TV with a broad reach in varied day parts and programming, and DRTV placement.
- Radio, Spotify, Pandora, Alexa, print, direct mail and e-mail, and paid digital media including premium and programmatic display, and mobile advertising to support and extend the mass media campaign.
- Integration of the paid media strategy with other digital efforts (Social Media, Paid Social and Search Engine Marketing)

The Contractor will:

- Research statewide, regional, and ethnic media buy opportunities to reach language specific communities.
- Name ethnic media subcontractors.
- Budget and negotiate media purchasing.
- Ensure media ad-buys have added value components.
- Finalize media ad-buy contracts and oversee implementation and production process.
- Provide timely updates to the SOS Office, to ensure effective collaboration on media ad-buys.

Production

The Contractor shall use commercially reasonable efforts to negotiate the most cost-effective vendor and talent agreements. The Contractor shall name suggested subcontractors in communications plan.

The Contractor will:

- Identify and secure effective and culturally relevant messengers, influencers and/or talent for advertisements, based on our targeted audience(s).

Exhibit A **Scope of Work**

- Budget and negotiate talent contracts, if applicable.
- Develop effective messaging, scripts, and creative.
- Provide spokesperson training as needed.
- Staff messengers, if applicable.
- Oversee production process.
- Provide timely updates to the state.

Translation Services

The Contractor shall use reasonable efforts to negotiate the most cost-effective translation agreements. The Contractor should name suggested subcontractors in communications plan.

The Contractor must comply with the SOS Office language accessibility standards and adequately test translations for cultural accuracy.

The Contractor will:

- Secure professional and quality translation services to translate messaging, advertisements, scripts, etc., as directed by the state.
- Have the capacity, directly or indirectly, to provide certified and timely translation services for the top 12 non-English languages spoken in California, including Spanish, Chinese (Mandarin, Cantonese), Korean, Vietnamese, Tagalog, Arabic, and other languages as designated by the SOS.
- Have capacity, directly or indirectly, to check quality of translations.

Collateral Development

The Contractor shall develop corresponding collateral assets that further the Vote Safe California outreach and public education efforts. The Contractor will:

- Recommend the development of additional campaign collateral materials to support awareness among California voters of the changes to the General Election.
- Develop innovative solutions to address the unique challenges facing the 2020 General Election.
- Develop, produce, place and evaluate creative concepts for, and approved by the SOS Office.
- Work with the SOS Office to identify the best value for the State regarding the printing of campaign materials and collateral. The Contractor may need to find alternative solutions for the printing of campaign material and collateral in the event the State cannot provide better rates.

Exhibit A **Scope of Work**

Contract shall use the branding and preliminary messaging that the SOS Office has developed for the Vote Safe California campaign to inform collateral development. Contractor will work with and direct subcontractors to fulfil campaign needs.

Contractor will work with the SOS Office's Communications Department, for review and approval of collateral. The Communication Department will work with county elections officials on the distribution of collateral, as needed.

Recommended Tools and Activities

Contractor can recommend additional tools and activities to reach every active registered voter in California to educate them on the changes to the 2020 General Election. In addition to reaching our various target audiences such as inactive voters, first time voters, in-language voters, student voters, etc.

D. COMMUNICATION WITH THE SOS OFFICE

Weekly campaign and media planning calls with the SOS Office's Communications Department and SOS executive team, led by Contractor's project manager.

- Frequency can be adjusted during campaign contract.
- Calls to begin immediately upon contract execution.
- Reports on paid ad performance (social, digital, radio, etc.), content performance will be discussed.
- Contractor should include a report showing the current social media and media ad-buy analytics as well as any adjustments to the Communications Plan and Timeline as part of the Agenda for our weekly calls.

Participate in calls with local county election officials and community-based organizations, regarding media ad-buys and messaging efforts, and other updates as needed.

The Contractor will provide written reports upon the completion of each deliverable as outlined by the Communications Plan/Timeline. In addition, monthly written reports are to be submitted by the Contractor to the SOS Office outlining statewide and regional media efforts to include:

- Updated communications plan;
- Updated strategic timeline;
- Creative and collateral development progress and placement;
- Media ad-buy progress, budget, and results;
- Media Analytics;
- Media Partners; and

Exhibit A
Scope of Work

- Subcontractor activities.

Strategy Adjustments

Contractor must develop a flexible outreach and public relations strategy and ensure it is adapted and updated in-real-time to reflect shifts in statewide, regional and local government needs, as well as shifts as they relate to the COVID-19 pandemic.

Contractor must designate a campaign team, chief strategist/account principle, who will be the lead visionary for the outreach and public education campaign, and an account project manager, to work with and report to SOS Office's Communications Department. Campaign team must also include a GOTV targeting expert. Contractor must have adequate support staff, and/or identified partners and subcontractors, to accomplish scope of work objectives that allows for Contractor to **begin work no later than August 10, 2020.**

E. FINAL REPORT

Upon campaign completion, Contractor shall provide the state with a final Vote Safe California report, detailing Contractor and subcontractor campaign results to include the below, but not limited to the below strategies and tactics:

- Campaign highlights and wins.
- Summary and timeline of overall efforts.
- Summary of regional and in-language strategies and efforts.
 - Media buys
 - Collateral buys
 - Budget summary
- Earned media and media clip report.
- Summary of collaboration efforts with local county election officials and community-based organizations.
- Advertisements and creative designs
 - Effectiveness / viewership results data
- Analytics and statistics
 - Online click-thru rates
 - Television and radio impressions
 - Social media impressions and clicks

Exhibit A
Scope of Work

F. ROLES AND RESPONSIBILITIES

Work Acceptance

The SOS Office shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of the Agreement. Should the work performed, or products produced by the Contractor fail to meet the minimum SOS Office conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

1. The SOS Office shall notify the Contractor in writing, within ten (10) business days after receipt of each deliverable or, after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.
2. If the deliverable is not approved, the Contractor will be notified in writing within ten (10) business days and must take appropriate measures to correct or remedy the reason(s) for rejection within five (5) business days of notification.
3. The Contractor shall, within five (5) business days after initial problem notification, respond to the SOS Office by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the SOS Office's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the SOS Office shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. The SOS Office shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the SOS Office rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the SOS Office notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the SOS Office shall pay all amounts due to the Contractor for all work accepted prior to termination.
5. The SOS Office shall, within five (5) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate contract termination. In the event of such termination, the SOS Office shall pay all amounts due to the Contractor for all work accepted prior to termination.

Exhibit A
Scope of Work

Contractor Evaluation

Within 60 (sixty) days after the completion of the Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under the Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 (fifteen) working days of the completion of the evaluation (Public Contract Code § 10369).

Project Representatives During the Term of this Agreement

State: Secretary of State		Contractor: SKDKnickerbocker LLC	
Name:	Paula Valle	Name:	Heather Wilson
Telephone Number:	██████████	Telephone Number:	██████████
E-mail Address:	██████████	E-mail Address:	██████████

Direct all administrative inquiries to:

State: Secretary of State		Contractor: SKDKnickerbocker LLC	
Name:	Contract Services	Name:	
Telephone Number:	(916) 653-6804	Telephone Number:	(202) 464-6900
Address:	1500 11 th Street Rm 460 Sacramento, CA 95814	Address:	1150 18th St NW Suite 800 Washington, D.C. 20036
E-mail Address:	ContractServices@sos.ca.gov	E-mail Address:	

Substitute Personnel

If the Contractor's assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual written agreement of the Parties, the Contractor shall make every reasonable effort to

Exhibit A Scope of Work

provide suitable substitute personnel that must be approved by the SOS Office. If the Contractor is unable to provide a substitute, or if the SOS Office does not approve of the substitute, either the Contractor or the SOS Office may terminate this Agreement with a 30-day advance written notice. The addition or substitution of Contractor personnel shall not increase the total cost of the Agreement.

G. BUDGET

The SOS Office shall pay Contractor for these deliverables monthly. The payment will be based on an agreed upon monthly fee structure.

Invoices must include a Certification Statement signed by a company official, attesting to the accuracy of the invoice data. A Certification Statement shall include the following:

- A breakdown of budget spending;
- Identification of any invoiced task or deliverables;
- Identification of hours billed by task (e.g. campaign management, branding, etc.); and
- Reflect any 15% media fees, net media cost and the 10% mark-up invoice, indicating 10% fees to be billed by the Contractor.

Travel and lodging shall not be reimbursed under this Agreement.

~~The term of the Agreement is effective upon Contractor execution through December 1, 2020.~~ The SOS Office may add funding under the same terms and conditions of this contract subject to satisfactory performance, funding availability, and **approval by DGS.**

H. PROPOSAL

The Contractor should provide a written proposal totaling no more than 15 pages that attests to its ability, experience, and capacity to execute on the Campaign Management and Communications Plan outlined in the pages above. The proposal should include the Contractor's recommended approach, ability to execute on campaign in timeframe, and examples of successfully lead and managed statewide communications campaigns. In addition, the proposal should include the following:

1. Examples of successful campaigns that the Contractor executed, which targeted and engaged voters both statewide and at a local level.
2. Three references should be provided along with a portfolio/samples of your work.
3. The proposal should include a list of proposed subcontractors.
4. A list of which identifies all proposed subcontractors. A projected budget. Each line item should include a recommended percentage of total overall budget.



9/28/2020



9/28/2020

Exhibit A
Scope of Work

Paid advertisements should account for the majority of the budget. A sample template is included below.

Proposed Budget (TEMPLATE)	
Tactic	Percentage of Total Project Fee
Tactic A	XX%
Tactic B	XX%
TOTAL	100%

G. ADDITIONAL DOCUMENTS TO BE INCORPORATED

The following attachments are hereby incorporated and made part of this agreement:

1. Exhibit A-1 Contractor Proposal – The Contractor's proposal submitted to Secretary of State submitted in response to SOS's market research efforts in response to this Scope of Work for these services may be found in Exhibit A-1.
2. The contractor staff who are providing services under this agreement resumes may be found in, Contractor Resumes – Exhibit A-2

Proposal for Vote Safe California

July 31, 2020

OVERVIEW

With the new executive order, Governor Newsom and Secretary Padilla have set a historic precedent in the country for voting by mail at a time of urgent national need. Simply put: If the nation's largest, most diverse state can safely and securely administer widespread voting by mail for the largest election turnout in our history, then every state can — and should. This will reinforce California's national leadership on expanding electoral participation and modernizing voting — the civic act that defines our democracy. It will do so at a time when the nation is rethinking how to maximize voter turnout while minimizing health risks.

As Californians are self-quarantining, social distancing and facing rising virus numbers, the need for citizens to be able to vote in a safe way, while feeling confident that their vote will be counted, is paramount. It is not an exaggeration to say that the health of America's democracy rests in significant part on the success of California's 2020 vote-by-mail initiative.

To meet this historic moment, however, the Vote Safe California campaign will need to overcome a range of challenges:

1. To reassure voters we need to make them comfortable and confident in the process. While a majority of California's registered voters already receive ballots by mail, we need to assure those who have not voted by mail before to feel confident in doing so. In addition, there are thousands of newly registered voters who have never voted at all, so they too must be reassured.

Due to COVID-19, many voters are fearful of going to the polls, and it is impossible to predict where cases could spike next week, let alone in October and early November. Voting by mail should appeal to these voters, but many of them may be unaware or skeptical.

It is critical that all groups receive accurate, timely information along with easy-to-understand instructions about voting by mail. Our media strategy should position the Secretary of State's office as a trusted source of information when it comes to how California is making sensible changes that adapt voting to the unprecedented challenges of the pandemic. Coordinating with the counties will be key as well, since voters will be receiving their ballots and other election communications and material from the localities, and we need to have a cohesive message.

2. Californians are multilingual — our campaign must be as well. Forty-four percent of Californians speak a language other than English, and seven million say they don't speak English. It will be critical to reach voters in their preferred language while understanding potential cultural differences.

3. We must overcome fear and misinformation with facts. The President and his allies, including those in certain corners of the media, continually repeat false claims that voting by mail is uniquely susceptible to fraud. It's not, and we need to make that clear. Additionally, there is confusion, on both sides, on how vote-by-mail in California will actually work.

Some voters also fear logistical challenges that other states have faced in voting by mail and conclude that their mail-in ballot won't be counted. We need to convince them that ALL votes will be counted.

Viral messaging is already circulating that ballots need to be returned far before Election Day because of issues in the U.S. Postal Service, and President Trump himself recently tweeted that the election should be delayed as vote-by-mail can't be trusted (which was debunked by other users on the platform). Who knows what the next claim will be?

How to overcome the challenges: our strategy

1. Consistent, clear messaging across all channels. The core of our message will be that voting by mail is safe, simple, and secure, AND that all mail-in votes will be counted. No one should have to choose between exercising their right to vote and their health. For those voters who still wish to vote in person, they can be confident that measures are being taken to ensure social distancing and as safe an

environment as feasibly possible at polling stations. And we'll need to validate our message through rapid response. We need to be prepared to effectively counter both general lack of information and deliberate misinformation.

2. **Target voters with the right channel.** Communication mediums can include TV, broadcast and cable, digital and social media (paid and organic), direct mail, out-of-home print advertising and grassroots communication. We determine which mediums will be most effective based on our target audiences' media consumption habits.

3. **Reach voters in their language.** As noted, we need to communicate in English, Spanish, 14 Asian languages, and more, as well as being accessible to individuals with disabilities. While our messaging will be the same, it will need to be honed and its delivery targeted appropriately.

4. **Build a strong and diverse coalition.** Draw on voices from community leaders, celebrities, and third-party grassroots organizations and local elections officials who are already hard at work in order to reach our audience where they are, through the people they trust and respect. We'll use these voices to address voter questions and concerns with facts and endorsements.

5. **Aim high.** Our goal is to reach ALL 20 million registered voters in CA's 58 counties, including new and inactive voters throughout the state and in every community as well as voters with language access and disability needs who may be underrepresented. We will take a close look at historical turnout and devote more resources to education and GOTV in lower-performing counties such as Imperial County or those in the Central Valley.

Below you will find our detailed proposal outlining our past experience, political and strategic expertise, our approach to effectively communicating our message in multiple languages and in multiple mediums, along with some creative ideas for consideration.

Thank you for the chance to work on this historic and important initiative to help the Golden State's leadership increase voting participation amid a pandemic, foreign interference, economic turmoil and social unrest. Let's make sure every Californian has the opportunity to vote without risking their health. Together (and often from home), we will make this unprecedented election simple, safe and secure, and assure every vote is counted.

WHY SKDK?

We understand Californians because we are Californians. We have consulted with key players in education, politics, entertainment, media, and tech throughout the state, including working with the **University of California, Disney, Facebook, Google, Netflix**, influential start-ups (**Lyft, NationBuilder, goop**), and leading elected officials (**Supervisor Hilda Solis, Speaker Anthony Rendon, Congressman Josh Harder, Congresswoman Nanette Barragán, Congresswoman Grace Napolitano, Congresswoman Linda Sánchez**). We've helped numerous candidates and ballot initiatives score victories up and down the ballot and throughout the state, have supported clients who achieved unanimous votes in the state legislature and conducted research that shines a spotlight on the best ways to communicate with Californians.

Outside of California, we've worked with Secretaries of State across the country — from airing PSAs on early and mail-in voting to encouraging voters to complete their ballot.

We are a unique company with a unique heritage that prepares us to partner with you to find an effective way forward to reach and engage all California voters.

And unlike many of the firms in the state, we can do nearly the entire scope of this project in-house.

We are public policy strategists. We have worked for foundations and other organizations on complex public policy issues (e.g., homelessness, gun safety, gay marriage, etc.).

We are crisis specialists. We run war rooms, we handle rapid response and we help clients plan to minimize reputational repercussions.

We are strategic communication experts. We have produced advertising and developed competitive strategy for a range of organizations, including Fortune 100 companies from Disney to IBM to Procter & Gamble.

We bring together vast coalitions of diverse voices, coordinating outreach and relationships, while managing a unified message and approach.

We partner, we don't dictate.

We work together to develop a strategy, we don't impose it.

We are hands-on in turning that strategy into action across multiple platforms. You get principals working directly on your account.

And we are tireless — so when an issue occurs, we are there to make sure our narrative succeeds.

With decades of experience in crafting, honing and implementing communications campaigns, SKDKnickerbocker (SKDK) is uniquely positioned to help you find the correct blend of strategies to make sure California votes.

CAMPAIGN MANAGEMENT

Our approach to managing campaigns consists of:

- Aggressive but realistic timelines
- Clear and transparent budgets
- Collaboration with stakeholders
- Presentation of strategic objectives
- Development of clear decision-making process and lines of authority
- Clear expectations and accountability for all vendors
- Being accessible at all times to stakeholders and coalition partners

We're big believers in being smart but nimble, and in doing whatever it takes to be successful.

Our Approach

Consistent, clear messaging across all channels.

Understanding and engaging with key audiences. Every successful communications campaign starts with ensuring our messaging is incisive — reaching the right groups, through the right medium, with the right message. When you are trying to reach voters, opinion leaders and influencers, the media and other stakeholders, we will work with you to identify and develop the right message and the right media channels to reach them.

Further, we will work to ensure all written materials — from tweets and website content to paid and commentary — include and adhere to your core messaging. This reinforces the message that voting in California — either by vote-by-mail or in-person — is safe and secure while giving you multiple platforms to reach your target audience.

Creating compelling creative to educate and motivate voters. SKDK takes pride in having produced many of the best award-winning political ads in the country. We believe it's crucial that ads are well researched and ideas are tested, but that they also demonstrate a creative and compelling approach. Creativity is wasted if it is not on-message, and on-message ads are wasted if no one pays any attention to them. At SKDK, we know how to command attention, developing visually interesting creative concepts

that can break through in this cluttered media environment without sacrificing message. Whether it is television, radio, online video or display ads, print ads, or direct mail, we make sure your message is both on-point and memorable.

We also have a one-size-doesn't-fit-all mentality when developing compelling creative. We understand that the 30-second TV ad is only one of the many creative applications necessary for a modern media campaign. We develop creative content formats specifically for dozens of digital platforms like Hulu, YouTube, Facebook, Instagram, or TikTok, as well as devices. Our digital advertising team also designs custom versions of content for each target audience whether older, younger, male, female, unique disability, or by language and locality. This approach to digital media content development will be critically important for the Vote Safe California campaign as it allows us to develop tailored messaging and creative formats to meet the diverse needs, motivations and attitudes of voters across the state.

Through daily testing and measurement, we're able to understand what content is resonating with which audience — making the program stronger as we progress. Ultimately, we will work closely with you to develop the best ads and strategy for your campaign and the voters you're targeting. We will also ensure that your media campaign is current and reflects the issues that matter to voters throughout California.

Designing an earned media and rapid response strategy.

Media Training

Even the most seasoned spokesperson can benefit from preparation. From full media and presentation training sessions to short pre-interview prep, we can help individuals perform at their best for media interviews. SKDK has worked one-on-one with high-profile political leaders like President Barack Obama and Secretary of State John Kerry, as well as Hollywood celebrities and professional athletes. We have also worked with some of the most prominent leaders of corporations and causes in the country and the world. We will help your spokespeople refine the message, prepare for any questions that come your way and stay in control of your interview. We will provide you with the tools, tactics and practice to ensure your message is heard.

Media Relations

SKDK has long-standing relationships with reporters throughout the state of California and beyond. Our team includes former journalists who have covered California and understand what reporters covering these issues want to hear about and how to craft a story that will resonate with their audiences. From day one, we can work with your internal communications team to provide extra arms and legs where needed and help manage all incoming media requests. We can be the first round of defense with the media and provide strategic guidance on when and how to respond, working closely with reporters to shape stories to the best of our abilities. From media support around virtual convenings and press conferences to brainstorming and executing creative tactics, we are able to amplify all media efforts.

Rapid Response

We've helped lead Fortune 500s, advocacy organizations, elected officials and philanthropies through crisis preparation and response on everything from natural disasters and Congressional investigations to lawsuits and reputational setbacks, and we've earned our stripes at every level of government, from City Hall to the halls of Congress and the White House.

Our experienced strategists move swiftly to develop and implement your internal and external crisis plans and ensure nimble and cautious adaptation as events unfold. We coordinate closely with the internal teams to implement tactics that span earned, paid, and digital media, and direct engagement — enabling us to define the narrative, push the key points, and educate voters and other key stakeholders.

How We Operate

Navigating an election during a global pandemic is uncharted territory for everyone. Further complicating this is the threat from potential misinformation or "fake news" that the campaign must be ready to quickly counter. Our first step would be to scenario-plan how these issues and others could arise in response to this campaign as well auxiliary issues that could harm the reputation of the Secretary of State's office or the credibility of the election itself. By thinking through all potential issues in advance, we have the ability to quickly and nimbly respond should a crisis strike.

When a crisis does arise, we will work with your team to respond to the immediate situation and ensure you are doing everything in your power to keep your key stakeholders informed. And in an age when every Californian has a social media-enabled microphone, we will ensure your communications are seamless. Communicating with voters and stakeholders and letting them know their challenges are understood is of the utmost importance in a time of uncertainty, and failing to do so opens up vulnerability on everything from safety and security to credibility.

Digital Response

We know that negative situations can grow exponentially online — seemingly out of nowhere. We offer best-in-class social listening tools and capabilities that go beyond traditional forms of social listening to monitor the online conversation in real time and will develop strategies to affect the conversation and keep your messaging on track. Given the critical need to ensure that voters feel confident in the safety and security of the election, we would keep an ear to ground across online platforms, including alt-social channels where misinformation and conspiracy theories can spread and sow distrust among constituents (e.g., Reddit, 4chan, Parlor). This allows us to stay one step ahead of the vicious cycle of disinformation and organized “digital activism” before it breaks through into mainstream media and social channels.

War Room

Responding in the moment is critical when faced with a crisis. We can integrate into an organization’s existing structure — even virtually — or create a separate 24/7 “war room” to quickly generate the most effective messaging and guide strategic decision-making.

This centralized command center would draft and modify talking points and social media content, share guidance on reporters and online trends, pitch stories, help correct or respond to misinformation in real time, disseminate information quickly and clearly to stakeholders, and strategize beyond short-term responsiveness toward long-term strategic goals.

Target voters with the right channel.

Crafting media plans for efficiency and reach.

Media buying is a critical planning and budgeting tool, and we think we do this better than nearly every firm. SKDK partners with [Assembly Media Agency](#), who specializes in political buying, and together, we’ve placed millions of dollars of paid advertising throughout California.

Since we design our campaigns cohesively, connecting all elements (strategy, messaging, paid, earned, etc.), the principles we operate under remain the same. We focus on targeting the right audiences, engaging with clear and impactful messages that are integrated across all channels, and creating efficient and effective plans that work within your budget in order to achieve our goals.

We would develop a detailed media plan that, in addition to broadcast, includes cable and radio running in the markets that are most efficient and are weighted against turnout scores. We will focus on cable programming to reach those less likely to have learned the voting process.

Unsurprisingly, television viewership and individual habits have changed due to COVID-19, and we currently are seeing significant increases to internet usage and viewership of both linear TV and OTT. On linear TV, these increases are largest for local and national broadcast news and cable news networks, but lifestyle and entertainment networks are also seeing large gains. We will continue to monitor viewership and adjust media buying as needed to respond to meet voters where they are. Because of this, we do believe broadcast news, digital and cable should be the most significant part of your budget.

Complementary to General Market Broadcast, the buy will reflect the cultural complexity of California, with Latinx, Asian, and Indian communities included. More details on this are included below when we discuss reaching diverse audiences.

We will take advantage of PSA rates that stations offer, which can be 10-15% lower than regular rates. These rates will need station approval in advance, so we will build time into our production schedule to

ensure this happens. We will also buy as early as possible to lock in the lowest advertiser rates and ensure deliverability on our desired programming.

Our initial proposed budget breakdown is as follows:	
Tactic	Proposed % of Budget
Broadcast TV (including Spanish and AAPI)	40%
Digital (OTT/FEP/CTV, Programmatic, Social, Radio)	23%
Cable TV	15%
Radio	10%
Mail	8%
Production and Administrative Costs	3%
Other print (Newspapers, Billboards, Bus)	1%
TOTAL:	100%

Digital Advertising

We have extensive expertise developing cross-platform digital advertising plans that not only target unique audience segments with tailored messages and content, but also create a surround-sound effect — complementing earned and organic efforts — with our Vote Safe California campaign to turn out voters in the election. We recommend a mix of digital advertising placements, including site-direct placements, programmatic display and video, digital audio, promoted social, and search engine marketing. With each of these placements, we would use layered targeting strategies to ensure we're using precision while also reaching enough individuals to make the broadest possible impact.

Print Advertising

Print advertising provides a strong opportunity for us to reach our targets in trusted local outlets. We can purchase advertising space in key daily California newspapers leading up to the vote to increase message retention. Local newspapers are widely trusted among smaller communities and provide a great opportunity for us to reach audiences who don't speak English as well.

Direct Mail

In addition to providing another layer to amplify your overall message, a direct mail program can deliver a tailored message to a micro-targeted universe of individuals. Direct mail is scalable and can help reach voters who face access barriers to internet or cable, voters in inefficient DMAs, harder-to-reach voters or those in rural areas who are more likely to read their mail. Some tactics we may consider include traditional flat or folded mailers or envelope packages that will be heavier on information for residents — mixing up sizing has proven effective.

Production Services

We have a political production team (writers, producers, editors, graphic artists) who have been through dozens of election cycles and understand how to deliver compelling and effective ads on tight deadlines. We write scripts, produce, edit and ship ads over a 48-hour period when necessary, while maintaining our strict internal quality protocols. In addition, we have in-house production suites that allow us to edit ads quickly and efficiently in-house.

When filming, we work with you every step of the way. One of our producers will work with you to scout locations (if possible) and recruit talent, and then we'll work with shoot talent and extras and ensure shoots operate like a well-oiled machine. We frequently film people who are not used to appearing on camera; we work with them to make sure they're both comfortable and on message. The key is to keep them authentic so their story feels real, rather than trying to turn them into an actor.

Throughout the pandemic, we have developed approaches to film effective and creative ads remotely that adhere to social distancing protocols while meeting production timelines and adhering to our high-quality standards. We've already produced many ads virtually and have been able to do everything from directing to adjusting lighting and sound to filming without being on-site. As an added bonus, because these shoots require fewer crew members, we have been able to offer significant savings to our clients.

Using social and digital media platforms to create a memorable user experience.

Maintaining a robust online presence that is integrated with paid and earned media efforts is central to educating, influencing and energizing voters on key safety changes and processes for this year's election. Especially in today's digital-centric and connected world, the opportunities to innovate and connect with voters online are limitless. Our talented group of digital strategists will work closely with your team to create a strategic plan and roadmap that leverages organic social and digital media platforms to create seamless user experiences online.

- **Analysis:** auditing your current platforms, tools and social channels to evaluate usage, performance, and engagement, and making detailed recommendations on content and platform improvement.
- **Platform development:** creating necessary branded channels — including a mobile-responsive and ADA-compliant microsite, as well as relevant social media channels — to serve as the primary source for resources, shareable content and key information; build trust and credibility leading up to the election; and collect information to engage with interested parties (e.g., email and text sign-ups for ongoing communications, retargeting website visitors with advertisements, etc.).
- **Content strategy, content creation and copywriting:** generating ideas for types of content across available formats to educate, engage and mobilize voters; identify key dates, moments and "influencers" to leverage and content planning; as well as developing and writing actual tweets, post copy, graphics, videos and other creative assets. We would ensure that all efforts are aligned with and complement the state's social media efforts and other ongoing outreach and education efforts.
- **Social listening and rapid/real-time response:** With our in-house social listening capabilities, we'll regularly monitor and report on online conversations related to voting in California to identify opportunities for content, engagement, or to set the record straight.

Reach voters in their language.

Communicating with diverse voters.

We're a diverse firm, and we have extensive experience producing TV, digital, radio, and print content for AAPI, African American and Latinx audiences, in English, Spanish, Mandarin, Cantonese, Korean, Russian, and Urdu. We also have ethnic media and public education partners we've worked with previously, and we're willing to work with subcontractors that the state has identified.

For all voter segments, we work with the pollsters to find the right message, determine the right medium of communication, and what language (when applicable) to reach the targeted voters. We've often had the same message being delivered to Latinx audiences in both English and Spanish, but at times have found that messaging needs to be tweaked depending on their primary language, or original Spanish-language concepts need to be developed. We would take a similar approach for the 12 languages the RFP identifies.

For Spanish TV and radio, we would buy to GRP thresholds across the top nine DMAs that span the state, weighing points between TV and radio for each. For example, in the Bay Area and Sacramento where ratings are weaker, we would supplement with more radio. An added value is that, due to the heavy listenership there, we would seek to engage local DJs, as our message will have a much greater impact coming from a trusted on-air personality.

All the markets have both Univision and Telemundo affiliates; some are stronger than others, and we will account for that in the amount of GRPs we recommended in each.

For the AAPI community, we'll include in-language viewing and listening options, including:

- Crossings TV in the LA, Bay Area and Central Valley DMAs, broadcasting programming to the South Asian, Chinese, Filipino, Vietnamese, Japanese, and Hmong communities. You can combine these buys with billboards and featured segments.
- Sky Link TV in Los Angeles, Orange, Ventura, San Bernardino, and Riverside counties, broadcasting in Mandarin and Cantonese. We would also seek to partner with them to provide guest appearances on Sky Talk, their locally produced program.
- KTSF-TV in San Francisco, broadcasting to the Chinese community with added advertising features on their mobile app and KTSF.com.

Black radio and print advertisements should be a component of any media plan in the LA and Bay Area markets, and we'll use either Spanish broadcast or radio, depending on the specific region of the state.

Accessibility

In addition to language and translation accessibility, our firm has experience in creating materials that are accessible to individuals with disabilities, and we have relationships with experts in the field. We recently completed work on the impact campaign for the Netflix and Higher Ground documentary [Crip Camp](#), which incorporated the cutting edge of accessibility from video to printed materials to virtual meetings. We understand how to meet and exceed ADA standards, create websites, caption videos, include visual descriptions and create printed materials for wide audiences.

Build a strong and diverse coalition.

In addition to ballot initiatives and statewide campaigns, we have also led large, diverse coalition and issue campaigns. These efforts required us to develop the campaign strategy and oversee its execution while also developing a winning message that moved our key audiences.

We believe community and coalition building cannot be a standalone exercise. The task is too large and the timeline too tight to have any one of the campaign elements not completely synced. Local and statewide outreach must seamlessly plug into the paid, digital and earned media strategies.

A large network of federal, state, regional and local organizations across multiple sectors exist through which the campaign can disseminate and amplify its messaging to California residents. We propose a top-down approach activating established organizations, elected bodies, influencers, and community-based groups to join the Vote Safe California coalition with a commitment to share information with their various constituencies.

We would create a statewide database that has the ability to segment language, ethnicity, location and other benchmarks will be the cornerstone of our approach. The role of the database is two-fold:

1. Cultivate surrogate voices for paid, earned and digital across all constituency demographics
2. Share and distribute information to the state's constituencies

The database will include groups like the League of California Cities to sports teams and celebrities, to local chambers and trusted non-profits that cater to the state's many spoken languages and ethnic groups.

Additionally, we have experience working with high-profile individuals and influencers from entertainment, media and sports who can play an important role in a campaign like this. We will negotiate value added components with Radio & TV partners such as NBC/Telemundo, Univision, and iHeart which can include customized voter education endorsements by on-air talent, and sponsorship opportunities via local TV news and lifestyle programming.

We've had success engaging local media personalities and community leaders to amplify our campaigns and will work to identify the best voices in each DMA for this purpose. Sometimes this will be a celebrity, sometimes this will be a respected church leader - we'll work with your internal team, combined with our knowledge of specific communities to identify the right voice(s) to reach a diverse range of communities.

Lastly, we'll also want to collaborate with the [grassroots organizations](#) that have been busy at work registering new voters. We'll want them informed of our messaging and strategy so that they can help move from registration to actual voters.

Aim high.

Everyone deserves the right to vote and have a say in our country's leadership. While there are serious challenges presented by COVID-19, they are not insurmountable — as vote-by-mail, and other measures taken by the state, enable. We believe that we are the right team to partner with for this critical campaign to ensure that all Californians know their vote is secure, safe and counted.

YOUR TEAM

Account Principal - Senior Communications Strategist & Crisis Specialist: Heather Wilson, Managing Director and Head of the California Office

Heather advises clients on media strategy, strategic communications and crisis management. She has run communications campaigns and handled issues for a variety of clients, from Fortune 500 companies and Silicon Valley startups, to nonprofits, celebrities and the entertainment industry.

Heather's crisis management experience including leading communications strategy for pandemic/COVID-19 response, consumer product issues, high-profile litigation, cybersecurity attacks, major disasters and airplane crashes, and government investigations.

Additionally, she serves as communications advisor to Project Include, a San Francisco-based nonprofit aimed at improving diversity and inclusion in the tech sector.

Heather previously ran the San Francisco office of Abernathy MacGregor. Prior to joining Abernathy MacGregor, Heather was an executive vice president at Weber Shandwick, where she led its West Coast corporate communications and crisis management practice. Heather was instrumental in crafting the agency's digital crisis management protocol and led crisis and media trainings across the globe. Before beginning her career in crisis management and communications, she was a California-based journalist for a number of news outlets, including CBS MarketWatch, CNBC, FOX News and the Los Angeles Times. Heather began her career on Capitol Hill where she worked for a member of Congress from Florida's Space Coast.

Heather graduated from Southern Methodist University with a degree in political science and received her master's degree in journalism from the University of Southern California's Annenberg School of Communication and Journalism. She was named a 2019 Top Women in PR by PR News.

Account Project Manager: Emily Campbell, Principal, Head of SKDK Political

Emily has more than two decades experience advising organizations, candidates and campaigns at all levels of the ballot and running paid media campaigns. She leads SKDKnickerbocker's political work in California where she has won dozens of races from local ballot initiatives and school board elections to the California State Legislature and the United States Congress.

Prior to joining SKDKnickerbocker, she spent six years as an advisor at EMILY's List where she advised federal and gubernatorial candidates in the western region. While there, she advised campaigns on strategy, messaging, polling, paid media, and on development and implementation of campaign plans

and budgets. During her tenure, she helped elect and re-elect nearly two dozen pro-choice Democratic women to Governor's offices and to the United States Senate and House of Representatives, including ten in California.

In addition to her campaign work, Emily has been a consultant to nonprofits and political organizations, including AmeriCares, CARE, Habitat for Humanity and NARAL Pro-Choice America, helping them develop direct response fundraising programs and integrate their online communications into overall fundraising and communications strategies.

Communications Specialist: Tania Mercado, Director

Tania specializes in strategic communication on behalf of litigation clients, corporations, philanthropies, non-profit organizations, and high-profile individuals. Tania's expertise includes crisis communications, rapid-response messaging, targeted media outreach, reputation management and risk assessment for clients considering rebranding, expanding, or elevating their profiles.

Prior to joining SKDKnickerbocker, Tania helped manage media relations for the California Department of Justice, serving in the communications office of now-Senator Kamala Harris and California Attorney General Xavier Becerra. As Press Secretary for AG Becerra, Tania served as a spokesperson on key immigration cases involving DACA, family separation policies, conditions in immigration detention centers, and the Muslim travel ban. Her portfolio also included criminal justice and law enforcement matters like racial profiling and implicit bias, hate crimes, police transparency, officer-involved shootings, and more. Tania has experience working on other civil rights matters including sexual assault, women's reproductive rights, labor rights, Native American affairs, and LGBTQ issues such as workplace discrimination, and same-sex marriage.

Tania was born and raised in Los Angeles and has roots in Guadalajara, Mexico. A proud Trojan, Tania graduated cum laude from the University of Southern California. Tania was named one of 16 rising stars inside top PR agencies around the country by Business Insider.

Media Specialist: Matt Herath, Creative Director

For three decades, Matthew Herath has worked in all facets of advertising and film production, from the 6-second digital ad to the two-hour feature film. He has written, produced and/or directed documentary films, feature films and advertising campaigns for corporate and political clients. His political work includes television, radio and print campaigns for New York City Mayor Mike Bloomberg, President Clinton, and President Obama. Mr. Herath has worked on advertising campaigns for some of the country's largest companies, including AOL, Microsoft, Walmart, Gillette, Pfizer, Dominion Energy, Sam Adams Beer, PepsiCo., HBO and Proctor and Gamble, as well as for government and non-profit clients including PBS and National Geographic.

He was co-producer on the Showtime Original Movie "One Kill" with Anne Heche, Sam Shepard and Eric Stoltz. Based on a true story acquired by Mr. Herath and based on a treatment written by him, "One Kill" was the first ever CBS/Showtime Co-Production. Additionally, Mr. Herath was Associate Producer on the independent feature film "Invader".

Digital Specialist: Jason Rosenbaum, Managing Director and President, SKDK Digital

With more than fifteen years of digital fundraising and media experience, Jason has led teams that have produced groundbreaking digital creative and applied the most advanced research methodologies to advertising and marketing campaigns.

Most recently, Jason served as founder and President of Seward Square Strategies, a digital fundraising and media strategy firm that served a wide range of political and advocacy organizations.

Prior to founding Seward Square, Jason led the digital advertising department for Hillary Clinton's 2016 presidential campaign. The team was responsible for developing content, managing and negotiating

media buys, and conducting research and testing for the campaign's fundraising acquisition, voter persuasion and supporter mobilization efforts.

Before his work for Secretary Clinton's campaign, Jason led Google's Elections and Advocacy vertical, which builds and executes large-scale paid advertising campaigns for political campaigns, advocacy organizations and trade associations. While there he oversaw a team that managed more than \$100 million dollars in media programs.

At SKDK, Jason oversees the firm's digital fundraising and media practice for political, advocacy and corporate clients to ensure they employ the most effective strategies to grow revenue, communicate messages and activate supporters.

Social Media Specialist: James Hong, Director

James Hong is a leading member of SKDKnickerbocker's digital practice and an experienced paid media and digital strategist, bringing an integrated approach to public affairs efforts across the firm's nonprofit, corporate and advocacy clients.

James has led digital advocacy and social media initiatives across the healthcare, financial services and technology sectors, as well as countless crisis, social, and state-level issues. Using his expertise and knowledge of a host of tools and platforms, James helps clients create memorable digital executions and distills the slew of metrics to provide digestible, data-based insights.

Senior Advisor: Hilary Rosen, Vice Chair

Hilary Rosen is a well-known strategist who effectively navigates the worlds of media, communications, business and politics. She is Vice Chair of SKDKnickerbocker and an on-air CNN analyst.

Hilary formerly served as chairman and CEO of the Recording Industry Association of America (RIAA), the leading trade association of America's record companies, where she helped drive the industry's transition to a digital marketplace. After leaving RIAA after 16 years in 2003, she helped to launch the Washington, D.C. bureau of the Huffpost.com and served as Political Director and Editor-at-Large. She consulted for several tech and media companies assisting with the development of policies for intellectual property, diversity and communications at Facebook, Showtime Networks, MTV and Apple Computer.

Hilary previously worked as Chief of Staff for Sen. Dianne Feinstein, D-CA, and is a co-founder of the Times Up Legal Defense Fund, the organization created in January 2018 by women in the entertainment industry to help survivors of sexual harassment in the workplace and works currently with TimesUp to promote equal opportunity and good policies in corporate America. She is also a founder of Rock the Vote and Rap the Vote, two organizations credited with increasing voter education and turnout among young people and people of color.

Read more about Hilary [here](#).

Additional Staff:

Political Support: [James Conway](#)

Production: [Andrew Shipley](#)

Print: [Max Walk](#)

Graphic/Design: [Chiara Scarcella](#)

Communications Support: [Grace Gill Qayoumi](#)

Digital Support: [Charmae Astillero](#)

Sub-vendors:

In addition to Assembly as media buyers, we would partner with two other firms to implement this campaign - Rodriguez Strategies and Strategy Group.

Rodriguez Strategies is a full-service public affairs and campaign management firm based in California, specializing in strategic planning, coalition management and voter contact. Matt Rodriguez is the founder of Rodriguez Strategies. A veteran Democratic strategist with more than 20 years of experience working for candidates and causes across the nation, Matt focuses on designing and leading coalition-building campaigns for diverse entities ranging from emerging nonprofits to Fortune 500 corporations. In 2008, Matt served as the Western States Regional Director for Obama for America, where he managed campaign operatives and executed strategy throughout the Western United States. Matt successfully guided former California State Senator Kevin de Leon's first campaign for the State Assembly in 2006. Matt is a frequent political contributor on AirTalk on 89.3 KPCC, Southern California Public Radio.

Strategy Group is a national direct mail firm committed to the idea that strategy makes the difference between winning and losing. Through their two decades of work in California, they've shaped the opinions of millions and motivated them to cast their ballots in elections. They have an in-depth knowledge and experience working in communities across the state and communicating with multi-cultural audiences, including creating mail programs directed to Spanish, Chinese, Korean, and Vietnamese speaking voters. Danielle Cendejas, Senior Vice President, is a campaign strategist with 15 years of experience working on campaigns and helping advance progressive causes. She uses her firsthand knowledge of her Mexican-American heritage to develop award-winning direct mail targeted to Latinx voters. Danielle joined The Strategy Group in 2009 after working on President Barack Obama's campaign. She works with candidates at all levels of the ballot to develop their message and campaign plan and tell their story through direct mail. Her mail helped propel Los Angeles Mayor Eric Garcetti, Congressman Salud Carbajal, Congressman Pete Aguilar, and Santa Barbara Mayor Cathy Murillo to victory and deliver numerous independent expenditure wins for the DCCC, the California Labor Federation, and SEIU California.

Other sub-vendors for things like translation, ethnic media, and printing will be identified in conjunction with the Secretary of State's office upon agreement of scope of work.

CASE STUDIES AND CREATIVE PORTFOLIO

Please view some of our successful campaigns at this [link](#).

And watch a highlight reel of some of our best work in visual storytelling [here](#). From a PSA featuring the Massachusetts Secretary of State on Vote By Mail to countless campaign ads for candidates and public health efforts, and even ones developed in this new COVID-19 environment, we have vast experience crafting creative and impactful videos that educate and mobilize Americans on all issues.

We've also gone ahead and included some potential creative concepts for this campaign, which you can view [here](#).

REFERENCES

Massachusetts Secretary of State William F. Galvin
Nancy Driscoll (assistant) - [REDACTED]

PATH

Jennifer Hark Dietz, LCSW
Deputy CEO & Executive Director
[REDACTED]

Los Angeles Councilman Joe Buscaino
[REDACTED]

Jenny Chavez (Chief of Staff)
[REDACTED]

█ has more than two decades experience advising organizations, candidates and campaigns at all levels of the ballot and running paid media campaigns. She leads SKDKnickerbocker's political work in California where she has won dozens of races from local ballot initiatives and school board elections to the California State Legislature and the United States Congress.

Prior to joining SKDKnickerbocker, she spent six years as an advisor at EMILY's List where she advised federal and gubernatorial candidates in the western region. While there, she advised campaigns on strategy, messaging, polling, paid media, and on development and implementation of campaign plans and budgets, finance plans, and field plans. During her tenure, she helped elect and re-elect nearly two dozen pro-choice Democratic women to Governor's offices and to the United States Senate and House of Representatives, including ten in California.

In addition to her campaign experience, she has been a consultant to nonprofits, trade associations and political organizations, implementing state and national grassroots field programs, managing coalitions, and directing online communications programs.

EXPERIENCE

SKDKnickerbocker

Principal, SKDKPolitical and Senior Vice President

January 2016 – current
Los Angeles, CA

- Responsible for managing all political clients and staff in California
- Evaluate research available for each race and make strategic recommendations on budget, messaging and earned and paid communications plans
- Develop and manage all media buys for TV, digital, and mail, including the creative process from start to finish, budget, concept, copy writing, shoot, execution and delivering to the voter

EMILY's List

Political and Finance Advisor

April 2010 – January 2016
Washington, DC/San Francisco, CA

- Responsible for recruitment and ongoing support for US House, Senate and Gubernatorial races in the 15-state western region for the nation's largest financial resource for pro-choice women candidates
- Provide daily consultation to candidates, staff, and consulting teams on messaging, polling, paid media, staff infrastructure and fundraising, and on development and implementation of campaign plans and budgets ranging from \$1M to more than \$30M

Mal Warwick | Donordigital

Senior Account Executive

January 2007 – April 2010
San Francisco, CA

- Managed full-service online communications, advocacy and fundraising programs for CARE International, AmeriCares, the NAACP, American Jewish World Service, NARAL Pro-Choice America, Habitat for Humanity International

Cindy Chavez for Mayor

Finance Director

Nov 2005 – November 2006
San Jose, CA

Angelides 2006

Deputy Finance Director

May 2005 – November 2005
Sacramento, CA

EDUCATION

Tennessee Technological University

Bachelor of Science Degree with a major in Political Science and a minor in History.

August 1994 - May 1998
Cookeville, TN

██████████ advises clients on media strategy, strategic communications, public affairs and crisis management. As the Managing Director of SKDK's California office, she has led integrated communications campaigns and handled issues across a number of industries. Her experience includes leading grassroots, multilingual and stakeholder engagement for a large global financial services firm; creating and leading virtual and in-person crisis trainings for a Fortune 50 company's 600-person international team, ensuring it worked across borders and cultures. Locally she works with a leading California nonprofit who focusing on building housing and providing services for the state's homeless population.

██████████ crisis management experience includes developing pandemic virus response plans and active crisis management on behalf of organizations related to COVID-19. Additionally, she served as crisis lead for US Airways Flight 1549 crash landing aka "Miracle on the Hudson" and has worked on several high-profile sexual harassment and discrimination cases on behalf of Times Up.

Along with ██████████ and a group of prominent female Silicon Valley executives, she helped launch Project Include, a San Francisco-based nonprofit aimed at improving diversity and inclusion in the tech sector. She currently serves as the organization's communications advisor.

EXPERIENCE

SKDKnickerbocker

Managing Director, Head of the California Office

2017– Present
Los Angeles, CA

- Responsible for managing all public affairs projects and staff on the West Coast
- Provide media strategy, develop and execute on integrated communications programs, stakeholder engagement & coalition building programs, and serve as senior advisor to clients.
- Lead all crisis management and preparedness assignments and provide on-call counsel and support for clients

Abernathy MacGregor

Managing Director, Head of the San Francisco Office

2014-2017
San Francisco, CA

- Responsible for the firm's Bay Area operations and client assignments
- Led corporate & financial communications, crisis management and stakeholder engagement assignments on the West Coast

Weber Shandwick

Executive Vice President

2006-2014
Los Angeles, CA/Chicago, IL

- Led corporate and public affairs clients in Southern California, including stakeholder mapping and engagement, hyperlocal/grassroots targeting for large national and global clients

Jeffer Mangels Butler & Mitchell

Communications & Marketing Manager

2005-2006
Los Angeles, CA

CBS MarketWatch

Reporter

2004-2005
San Francisco, CA

Freelance Journalist

CNBC, FOX News, Los Angeles Magazine, Los Angeles Times

2002-2004
Los Angeles, CA

EDUCATION

University of Southern California, Annenberg School for Communication & Journalism

Master of Arts in Journalism, 2004

Los Angeles, CA

Southern Methodist University

Bachelor of Arts in Political Science, 1993

Dallas, TX

[REDACTED]

SUMMARY

[REDACTED] is a member of SKDK's digital practice and an experienced paid media and digital strategist, bringing an integrated approach to public affairs efforts across the firm's nonprofit, corporate and advocacy clients. [REDACTED] has led digital advocacy and social media initiatives across the healthcare, financial services and technology sectors, as well as countless crisis, social, and state-level issues. Using his expertise and knowledge of a host of tools and platforms, [REDACTED] helps clients create memorable digital executions and distills the slew of metrics to provide digestible, data-based insights.

EXPERIENCE

Director

SKDK, Washington, D.C.

Dec. 2017-present

- Lead comprehensive federal and state-level digital public affairs campaigns
- Craft and manage small- to multi-million dollar, cross-channel media plans for clients
- Collaborate with graphic designers and copywriters to create compelling display, print and video ads, and multimedia social content
- Prepare social listening analyses and digital audits that measure impact and share of voice, and guide rapid response needs during crises
- Manage teams to support the digital operations for coalitions, developing content calendars and social media toolkits, maintaining websites and social media channels, and mobilizing communities

Manager, Digital & Creative

American Financial Services Association, Washington, D.C.

Jan. 2016-Dec. 2017

- Built the association's entire digital operations, including a social media strategy, online and IT infrastructure, Microsoft Protech CRM integration and email marketing strategy
- Developed digital communications strategies and public affairs campaigns to support the association's efforts on Capitol Hill and with financial services regulators
- Supported the AFSA Education Foundation and AWARE coalition by overseeing their respective website redevelopment projects and advising on communications strategies

Corporate Communications Specialist

MERSCORP Holdings, Inc., Reston, VA

June 2012-Dec. 2015

- Oversaw the company's website redevelopment projects as an intern
- Managed marketing efforts and event logistics for the company's annual User Conference
- Pioneered website, social media and SEO activities to build the company's digital footprint

EDUCATION

James Madison University, Harrisonburg, VA
Bachelor of Arts, June 2014

[REDACTED]

SUMMARY

With more than fifteen years of digital fundraising and media experience, [REDACTED] has led teams that have generated more than \$200 million in revenue, produced groundbreaking digital creative and applied the most advanced research methodologies to advertising and marketing campaigns.

Most recently, [REDACTED] served as founder and President of Seward Square Strategies, a digital fundraising and media strategy firm based in Washington DC that served a wide range of political and advocacy organizations.

Prior to founding Seward Square, [REDACTED] led the digital advertising department for Hillary Clinton's 2016 presidential campaign. The team was responsible for developing content, managing and negotiating media buys, and conducting research and testing for the campaign's fundraising acquisition, voter persuasion and supporter mobilization efforts.

Before his work for Secretary Clinton's campaign, [REDACTED] led Google's Elections and Advocacy vertical, which builds and executes large-scale paid advertising campaigns for political campaigns, advocacy organizations and trade associations. While there he oversaw a team that managed more than \$100 million dollars in media programs.

Over four election cycles [REDACTED] led digital operations for two of the national Democratic party committees: the Democratic Senatorial Campaign Committee and the Democratic Congressional Campaign Committee; and the American Association for Justice. His work contributed to the House Democrats historic rise in the 2006 and 2008 elections and expanding the Democratic Senate Majority in 2012.

At SKDK, [REDACTED] oversees the firm's digital fundraising and media practice for political, advocacy and corporate clients to ensure they employ the most effective strategies to grow revenue, communicate message and activate supporters.

EXPERIENCE

Managing Director and President SKDK Digital
SKDK, Washington, DC 2020-present

- Oversee the firm's digital media, fundraising and communications practice.

Founder and President
Seward Square Strategies, Washington, DC 2017-2020

- Led full service digital media and marketing agency. Acquired by SKDK in March 2020.

Director of Digital Advertising
Hillary for America, Washington, DC 2015-2016

- Oversaw \$100 million paid digital media program and thirty person team that was responsible for developing content, managing and negotiating media buys, and conducting research and testing for the campaign's fundraising acquisition, voter persuasion and supporter mobilization efforts.

Director of Elections and Advocacy Media
Google, Washington, DC 2013-2016

- Advised and helped execute large-scale paid advertising campaigns for political campaigns, advocacy organizations and trade associations.

EDUCATION

Michigan State University, East Lansing, MI
B.A., Law & Society, Psychology

The George Washington University, Washington, DC

M.A., Public Policy, History

SUMMARY

██████████ has been with Rodriguez Strategies since its founding and brings over a decade of experience in crafting successful advocacy campaigns. She leads the execution of the firm's public affairs and coalition building operations. She manages both short and long-term engagements and has traveled across the country as the hands-on team lead for clients.

██████████ has extensive knowledge of California state and local politics. Her ability to navigate the intricacies of different levels of government enables her to communicate complex policies and activate stakeholders. She has spearheaded numerous efforts to influence legislation through strategic coalition building, community outreach and advocacy, including leading field coalition and GOTV efforts for local ballot measure campaigns in Berkeley, San Francisco, Oakland and El Monte. These campaigns required specific collateral and outreach for the diverse ethnic constituencies, including Black, Latinx and Chinese constituencies.

██████████ manages the Rodriguez Strategies staff, including its robust team of "road warriors," which are the firm's organizers up and down the state dedicated to building relationships with various community-based organizations, businesses and client stakeholders.

██████████ is an active member of local and statewide organizations. She serves on the Board of Directors of the Valley Industry and Commerce Association (VICA) and actively participates in committee meetings and events for the Los Angeles Area Chamber of Commerce, Los Angeles County Business Federation and Central City Association. She is a former board member of the League of California Cities partner program.

EXPERIENCE**Senior Vice President | Rodriguez Strategies | 2013 – Present**

- Oversees all of the American Beverage Association's organizing efforts in California and has designed multiple advocacy campaigns to influence municipal and statewide legislation. She has created various coalitions comprised of hundreds of grassroots advocates and opinion leaders as well as partnerships with over two-dozen trade associations and business groups in the state. She works with these coalition partners to identify candidates to participate in multi-lingual media efforts across platforms, from radio to digital and print – both paid and earned – and facilitate communications from coalition members to policymakers.
- Directs all government relations efforts and outreach in Southern California for the California Grocers Association, which includes local issue monitoring, analysis and strategy. As part of her work with CGA, ██████████ designed a program to track public meeting agendas for all of California's 58 counties as well as cities with populations over 25,000, totaling more than 200. The tracking program includes daily monitoring of social media and local news outlets throughout the state and has since been adopted for use by the firm's other clients.
- Spearheads all coalition building engagements, including recent engagements in the healthcare space with a coalition of medical professionals dedicated to stopping surprise billing; Molina Healthcare; and, the Modern Medicaid Alliance.
- Accomplishments include managing the voter contact program of a successful statewide ballot measure for a Fortune 10 company. She also designed a multi-year organizing effort in Spanish and English for the Los Angeles Central City Association building a coalition of 1,100+ businesses, dozens of Business Improvement Districts, neighborhood councils and local business groups.

Subcontractor | Dewey Square Group | May 2012 – December 2012

Worked under ██████████ on stakeholder outreach and coalition building for the firm's California clients.

Junior Associate | Strategic Marketing Innovations | Oct. 2009 – Mar. 2012**EDUCATION**

The George Washington University Washington, D.C. Bachelor of Arts: Political Science and Sociology | May 2008

- Magna Cum Laude
- Presidential Scholar
- Internships: United States Senate; Manatos and Manatos; National Association of Child Care Resource and Referral Agencies; Wola Nani HIV/AIDS nonprofit

[REDACTED]

SUMMARY

[REDACTED] is a member of the New York public affairs team, developing and advising on communications strategies for corporate, advocacy, philanthropic and nonprofit clients.

At SKDK, [REDACTED] has helped execute high-profile campaigns to protect women's access to reproductive healthcare, raise awareness of common-sense solutions to the opioid epidemic and restore the public's trust in Congress. She was part of the team that built a network of PR firms to help women across the country come forward to tell their stories of sexual harassment and assault through the TIME'S UP Legal Defense Fund.

Previously, [REDACTED] worked at POLITICO New York (formerly Capital New York), spearheading POLITICO's expansion into state markets across the country.

EXPERIENCE

SKDKnickerbocker, New York, NY

<i>Director</i>	(March 2019 – Present)
<i>Senior Associate</i>	(December 2017 – March 2019)
<i>Associate</i>	(July 2016 – December 2017)
<i>Assistant to Managing Partners</i>	(December 2015 – July 2016)

- Lead development and execution of media strategies for policy announcements, major initiatives, and executive thought leadership for high-profile clients in government, nonprofit, private, and advocacy sectors
- Work with national and local print, television, and online media to pitch coverage and shape incoming requests for clients
- Prepare written materials including statements, op-eds, press releases, talking points, internal messaging, speeches, newsletters, and blog posts
- Provide crisis communications support to clients, including messaging guidance and media monitoring

Politico New York, New York, NY, Business Development Associate (July 2014 – December 2015)

- Researched potential clients and identified key target accounts; scheduled phone and in-person meetings with top-tier contacts in the public and private sector in New York State; prepared marketing and backgrounded materials

EDUCATION

Tufts University, Boston, MA
B.A., International Relations, Spanish, May 2014

SUMMARY

A veteran Democratic strategist with more than 20 years of experience working for candidates and causes across the nation, [REDACTED] focuses on designing and leading coalition-building campaigns for diverse entities ranging from emerging nonprofits to Fortune 500 corporations.

[REDACTED] employs his knowledge of the public and private sectors to implement winning strategies for clients at the state and national levels. He manages the American Beverage Association's coalition-building efforts in California and leads its advocacy campaign to educate local elected officials about the beverage industry. [REDACTED] has also worked with clients including The Pew Charitable Trusts, AT&T, California Community Foundation, Uber, Center for Western Priorities, and former California First Lady Maria Shriver.

[REDACTED] political management experience ranges from local and state legislative races to U.S. presidential campaigns. In 2008, [REDACTED] served as the Western States Regional Director for Obama for America, where he managed campaign operatives and executed strategy throughout the Western United States. Prior to the general election, he served as the New Hampshire State Director for the Obama campaign during the 2008 presidential primary.

[REDACTED] experience in politics dates back to 1997 when he began as press aide to House Democratic Leader Richard A. Gephardt. He later worked as Congressman Gephardt's Political Action Committee Director in 2002 and the Deputy Political Director on his 2004 presidential campaign. [REDACTED] also worked for Senator Bill Bradley's presidential campaign in 2000, managed Senator Chris Dodd's winning reelection effort in 2004, and successfully guided former California State Senator Kevin de León's first campaign for the State Assembly in 2006.

[REDACTED] serves on the Board of Directors for Turnaround Arts: California and the New England Home of for the Deaf. [REDACTED] is a frequent political contributor on AirTalk on 89.3 KPCC, Southern California Public Radio.

EXPERIENCE**Founder & CEO | [Rodriguez Strategies](#) | 2013 – Present**

Rodriguez Strategies is a full-service public affairs firm based in California. Our relationships are the heart of our business, and absorbing complicated policy materials and seeking solutions is our specialty. We immerse ourselves in the issue at hand and utilize a unique combination of research, coalition building, and grassroots organizing to mobilize stakeholders around our clients' goals. We specialize in activating Californians in their native languages with specific attention to communicating issues in a culturally relevant manner.

Co-Founder | [1st Tuesday Campaigns](#) | 2018 – Present

1st Tuesday delivers winning state-level ballot measures across the U.S., led by a bipartisan, cross-country team of some of the most successful ballot-measure strategists of the past three decades. The firm focuses exclusively on state-centric ballot initiatives and referendums with a first principle of helping clients navigate critical solutions to everyday issues that matter most to voters. In an age defined by legislative gridlock, 1st Tuesday is committed to direct democracy – building successful campaigns at the ballot box that transcend political affiliation.

Co-Founder | [Rodriguez Gudelunas Strategies](#) | 2019 – Present

Rodriguez Gudelunas Strategies combines [REDACTED] decades of experience executing winning campaign strategies for Democratic and corporate clients with the research and analytical acumen of veteran Democratic pollster Will Gudelunas. Rodriguez Gudelunas utilizes a new approach that allows campaign development and execution to take place in tandem with the research phases. Research and strategy refinement are constantly part of the process from start to end.

Principal Consultant | [Dewey Square Group](#) | 2009 – 2012

A national public affairs firm, The Dewey Square Group offers strategic marketing and grassroots and digital communications for corporate non-profit organizations.

Western States Regional Director | [Obama for America](#) | July – Nov. 2008

As Western States Regional Director, [REDACTED] managed all field and GOTV operations in the eight Western U.S. states for Obama's first successful presidential campaign. This critical work included multicultural and multilingual outreach to the region's many constituencies.

NH State Director | [Obama for America](#) | Jan. 2007 – Jan. 2008

[REDACTED] led then-Senator Obama's efforts in the first presidential primary state of New Hampshire. He oversaw a staff of more than 100 and directed all operations including voter contact, candidate trips, earned and paid media, and political outreach.

Campaign Director | [Kevin de León for Assembly](#) | Feb. 2006 – Nov. 2006

[REDACTED] managed de León's first campaign in CA politics securing victory to the State Assembly. Managing all operations including field, political outreach, third party questionnaires, and the direct mail program, the campaign overcame significant challenges from 3 opponents in the primary. [REDACTED] also managed the campaign to victory in the general election.

Summary

█████ manages and executes winning media campaigns for political, corporate and advocacy clients, with extensive experience designing and producing digital, television and radio advertising, as well as print and direct mail. █████ specializes in pairing digital media strategy with traditional campaigns for public affairs and political campaigns in order to help amplify clients' messages to key audiences. █████ has helped elect candidates across the country and pass key pieces of legislation. For example, in New York State she helped pass legislation ranging from the Reproductive Health Act to Congestion Pricing. She was also a key strategist in the national fight against the repeal of the Affordable Care Act, executing a digital advocacy campaign that educated and mobilized tens of thousands of voters to contact their elected officials.

Work Experience

SKDKnickerbocker

Vice President and Chief of Staff

*New York, NY
Mar 2015-Present*

- Manage the creative and media buying process for cross-platform campaigns from start to finish, including: concepting/vision, production timeline, creative development, and developing and placing the media buys
- Draft creative briefs, TV and radio scripts and copy for mail, digital and print media.
- Write strategy memos, media plans, correspondence, talking points, presentations and other documents
- Coordinate TV, radio and photo shoots with the production department; ensure they occur on budget, on time, are on-brand and meet all creative needs
- Track expenses, bill clients, and work with third party vendors to deliver on time, on-brand and on budget campaigns
- Work with stakeholders on accounts – pollsters, lobbyists, other consultants – to help refine, develop, and stay on message

Democratic Congressional Campaign Committee

Executive Assistant to the Executive Director (ED)

*Washington, DC
Sep 2013-Mar 2015*

- Managed all administrative functions of the office of the ED, including, processing scheduling requests, coordinating travel arrangements, and planning/executing staff meetings and events
- Coordinated specialized projects for the ED; Managed the creation and maintenance of tracking systems
- Created and maintained committee media buy tracker for all nationally targeted districts; Tracked daily media buy reports and drafted weekly media memos
- Responsible for coordinating, preparing and editing materials prior to senior-level staff meetings, preparing meeting summaries and coordinating follow-up
- Created all political updates and race review PowerPoints for the Chairman, the ED and senior-level staff

Democratic Congressional Campaign Committee

Assistant to the Chief Operating Officer (COO)

*Washington, DC
Jan 2013-Sep 2013*

- Assisted the COO in the day-to-day operations of the committee and special projects
- Assisted COO with financial operations, human resource management and updating committee databases
- Managed committee-wide internship program by coordinating national recruitment efforts and interdepartmental hiring; Supervised receptionist and front desk operations
- Served as point of contact for all outside vendors; Drafted processing documentation for vendor invoices

Education

Stony Brook University, Dec 2012

Bachelor of Arts, Political Science

Bachelor of Arts, Sociology

[REDACTED]

SUMMARY

Experienced bilingual strategic communication professional working on behalf of litigation clients, corporations, foundations, non-profit organizations, and high-profile individuals in politics, tech, media, and entertainment.

Previously managed media relations for the California Department of Justice, serving in the communications office of now-Senator Kamala Harris and California Attorney General Xavier Becerra.

As Press Secretary for Attorney General Becerra served as a spokesperson on key immigration cases involving DACA, family separation policies, and conditions in immigration detention centers. Portfolio also included criminal justice and law enforcement matters like racial profiling and implicit bias, hate crimes, police transparency, officer-involved shootings, and more.

Experience managing media relations on environment and sustainability, democracy, voting, corporate communications, retail, and civil rights matters including sexual assault, women's reproductive rights, labor rights, multicultural affairs (specializing in Latino and Native American relations) and LGBTQ issues such as workplace discrimination, and same-sex marriage.

Named one of 16 rising stars inside top PR agencies around the country by Business Insider.

EXPERIENCE

SKDKnickerbocker

Director

Washington, DC

January 2020 – Present

- Provide bilingual strategic communication guidance on messaging, rebranding, crisis response, and advocacy
- Manage media relations for corporations, foundations, and high-profile individuals working on:
 - artificial intelligence, criminal justice reform, democracy, environment and sustainability, entertainment, media, multicultural affairs, retail, politics, technology, voting, women's rights
- Manage media relations on high-stakes issues for clients facing litigation, issue-specific campaigns, or responding to breaking news in 24-hour news cycle
- Conduct media training, coaching C-suite executives and senior staff for interviews and press events
- Assess reputational risks by reviewing client content and providing recommendations for reputation management
- Cultivate and maintain media relationships with national & local reporters to aggressively advance client's agenda
- Manage five Senior Associates and three Associates

Senior Associate

November 2018 – January 2020

- Prepared talking points, backgrounders, newsletters, press releases, media advisories, Q&A, op-eds and statements
- Advised on marketing campaigns including web and social media content to increase brand awareness

Office of Attorney General Xavier Becerra

Los Angeles, CA

*Press Secretary/Spokesperson***February 2017 – November 2018**

- Served as spokesperson for the Attorney General and the California Department of Justice, representing 4,500 employees, attorneys and law enforcement agents
- Managed media relations for high-profile for cases involving:
 - civil rights, immigration, environmental justice, cybercrimes, criminal justice, labor, sexual assault
- Briefed and staffed the Attorney General ahead of print, T.V. and radio interviews, including Spanish media
- Developed rapid response messaging on litigation and policies supported by the Attorney General and the agency
- Drafted press releases, consumer alerts, statements, and talking points announcing lawsuits and investigations
- Planned and executed press conferences, media round tables and public events across media markets in California
- Managed two Deputy Press Secretaries, a Digital Strategist, and four graduate assistants

Office of Attorney General Kamala Harris

San Francisco, CA

*Press Aide***August 2016 – February 2017**

- Managed website content and social media to reflect the latest news, cases and consumer alerts
- Managed incoming media calls and press office email inbox including 40-50 media inquiries daily
- Assisted with transition of incoming Attorney General
- Managed two graduate student assistants and three interns

Jesse M. Unruh Institute of Politics, USC

Los Angeles, CA

*Government Affairs Director***August 2014 - August 2016**

- Developed partnerships with 70-80 number of private, public, and non-governmental organizations in Los Angeles, Sacramento, San Francisco and Washington, DC

EDUCATION**University of Southern California**

B.S. Policy, Planning and Development – Public Policy and Law

Los Angeles, CA

August 2014**George Washington University**

Legislative Politics Semester

Washington, DC

May 2013**HONORS & AWARDS****HONORS AND AWARDS**

- Business Insider – One of 16 Rising Stars in Major Public Relations Firms in the U.S., 2020
- USC Latino Alumni Association Scholar, 2013-2014
- USC Price Bill & Mary DeWitt Scholar, 2013-2014
- Millennium Momentum Foundation Leadership Institute, 2013-2014
- Phi Theta Kappa Honor Society, 2009-2014
- Dean's List & President's List, 2009-2014
- USC Transfer Merit Scholar, 2011-2014

**Exhibit B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in arrears to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600

AccountsPayable@sos.ca.gov

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. **Federal Funds**

- A. It is mutually understood between the Contractor and SOS that this Agreement may have been written for the mutual benefit of both the Contractor and SOS before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal year 20/21 for the purpose of this program makes sufficient funds available to the SOS. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. Contractor and SOS mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The SOS has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**Exhibit B
 (Standard Agreement)**

4. Prompt Payment Clause

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

5. Budget Detail

Below is the anticipated budget for the services to be provided under this agreement. Further detail may be found in Exhibit B-1; Cost Detail:

VOTE SAFE CALIFORNIA BUDGET

		Total Projection	August	September	October	November	December	
			Month of August	Month of September	Month of October	Month of November	Month of December	Scope of Work Reference
			Total	Total	Total	Total	Total	
Deliverable	Campaign Management Plan	\$50,000	\$50,000	\$0	\$0	\$0	\$0	Exh A – Section A
	Communications Plan	\$50,000	\$50,000	\$0	\$0	\$0	\$0	Exh A – Section B
	Monthly Status Report*	\$250,000		\$100,000	\$100,000	\$50,000	\$0	Exh A – Section D
	Final Report	\$50,000		\$0	\$0	\$0	\$50,000	Exh A – Section E
	Total Administration	\$400,000	\$100,000	\$100,000	\$100,000	\$50,000	\$50,000	
Field	Rodriguez Strategies*	\$200,000	\$18,750	\$80,500	\$80,500	\$20,250	\$0	Exh A – Section B
	Text Messaging*	\$900,000	\$0	\$300,000	\$600,000	\$0	\$0	Exh A – Section C
	Total Field	\$1,100,000	\$18,750	\$380,500	\$680,500	\$20,250	\$0	
Paid Comms	Production/shoot	\$1,000,000	\$0	\$780,000	\$220,000	\$0	\$0	Exh A – Section C
	TV/cable/radio	\$20,111,250	\$0	\$6,402,933	\$13,708,317	\$0	\$0	
	Digital Ads	\$10,887,676	\$0	\$3,300,225	\$7,587,451	\$0	\$0	
	Direct Mail	\$1,000,000	\$0	\$0	\$0	\$0	\$0	
	Print Ads/OOH	\$432,500	\$0	\$0	\$432,500	\$0	\$0	
	Other	\$0	\$0	\$0	\$0	\$0	\$0	
Total Media	\$33,431,426	\$0	\$10,784,333	\$21,648,167	\$0	\$0		
Misc.	Unanticipated Items	\$68,574	\$0	\$0	\$0	\$0	\$0	Exh A – Section C
			\$0	\$0	\$0	\$0	\$0	
	Total Media	\$68,574	\$0	\$0	\$0	\$0	\$0	
TOTALS		\$35,000,000	\$118,750	\$10,963,659	\$22,728,767	\$70,250	\$50,000	

**Exhibit B
(Standard Agreement)**

Progress payments will be allowed for all interdependent deliverables/milestones. Those are identified in the table above with an asterisk. In accordance with Public Contract Code § 10381(c), they shall be subject to a 10% withhold which will be paid at the completion of the overall deliverable.

All performance criteria for the above deliverables/milestones may be found in Exhibit A, Scope of Work, Section F.

Media Buys:

Contractor shall not apply or charge a commission on media buys. Additionally, any subcontracted media buys shall not to exceed 15% media fees, net media cost and the 10% mark-up invoice, indicating 10% fees to be billed by the Contractor to the subcontractor.

This budget may be amended for unanticipated tasks or work, using the rates below and in accordance with Exhibit E, Additional Provisions, Section 1:

Job Title	Rate
Managing Director	\$ 550.00
Vice President	\$ 300.00
Director	\$ 250.00
Senior Associate	\$ 175.00
Associate	\$ 150.00

Vote Safe California Budget																
	Total Projection	August	September					October					November	December	Scope of Work Reference	
		Month of August	9/3 - 9/4	9/7 - 9/12	9/14 - 9/18	9/21 - 9/25	9/28 - 10/2	10/5 - 10/9	10/12 - 10/16	10/19 - 10/23	10/26 - 10/30	Month of November	Month of December			
		total August	Projected	Projected	Projected	Projected	Projected	total September	Projected	Projected	Projected	Projected	total October	total November	total December	
Deliverable																
Campaign Management Plan	\$50,000	\$50,000						\$0					\$0	\$0	\$0	Exh A Section A
Communications Plan	\$50,000	\$50,000						\$0					\$0	\$0	\$0	Exh A Section B
Monthly Status Report	\$260,000				\$100,000			\$100,000		\$100,000			\$100,000	\$50,000	\$0	Exh A Section D
Final Report	\$50,000							\$0					\$0	\$0	\$50,000	Exh A Section E
Total Administration	\$400,000	\$100,000						\$100,000		\$100,000			\$100,000	\$50,000	\$50,000	
Field																
Rodriguez Strategies*	\$200,000	\$18,750		\$80,500				\$80,500		\$80,500			\$80,500	\$20,250	\$0	Exh A Section B
Text Messaging**	\$900,000	\$0			\$150,000		\$150,000	\$300,000	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000	\$0	\$0	Exh A Section C
Total Field	\$1,100,000	\$18,750		\$80,500				\$380,500		\$380,500			\$680,500	\$20,250	\$0	
Paid Comm																
Production/shoot	\$1,000,000	\$0	\$55,000	\$175,000	\$465,000	\$85,000	\$780,000	\$110,000	\$110,000	\$3,428,267	\$3,428,267	\$3,428,267	\$13,708,317	\$0	\$0	
TV/cable/radio	\$20,111,250	\$0			\$3,201,467	\$3,201,467	\$6,402,933	\$3,423,517	\$3,428,267	\$1,896,863	\$1,896,863	\$1,896,863	\$7,587,451	\$0	\$0	
Digital Ads	\$10,887,676	\$0			\$1,482,113	\$1,818,113	\$3,300,225	\$1,896,863	\$1,896,863	\$1,110,000	\$1,110,000	\$1,110,000	\$4,325,526	\$0	\$0	Exh A Section C
Direct Mail	\$1,000,000	\$0					\$0						\$0	\$0	\$0	
Print Ads/OOH	\$432,500	\$0					\$0	\$102,500	\$110,000	\$110,000	\$110,000	\$110,000	\$432,500	\$0	\$0	
Other	\$0	\$0					\$0						\$0	\$0	\$0	
Total Media	\$33,431,426	\$0					\$10,483,133	\$110,000	\$110,000	\$5,148,267	\$5,148,267	\$5,148,267	\$21,948,267	\$0	\$0	
Misc.																
Unanticipated Items	\$68,574	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Exh A Section C
Total Media	\$68,574	\$0					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTALS	\$35,000,000	\$118,750					\$10,583,633	\$110,000	\$110,000	\$5,148,267	\$5,148,267	\$5,148,267	\$22,728,767	\$70,250	\$50,000	

FURTHER DETAIL REGARDING VALUES MAY BE FOUND IN THE TABLES BELOW AND ON THE FOLLOWING PAGES WHICH DETAIL THE VOTE SAFE CALIFORNIA MEDIA PLAN.

ESTIMATED PRODUCTION COSTS	
Given emergency basis of contracted services the cost below are estimated based upon firms 30 year experience in the industry. Budget will be amended as needed at a later date to reflect actual costs.	
Week of Sept 10th	
Creative Concept Development	\$ 55,000.00
- \$35,000 in writing fees	
- \$5,000 in digital concepts	
- \$15,000 in Spanish language creative services	
TOTAL	\$ 55,000.00
Week of Sept 17th	
TV Ad #1 Animation "Vote Safe CA"	\$ 110,000.00
Digital Static #1 "Vote Safe CA" Assets	\$ 35,000.00
Digital Video #1 Cut-downs	\$ 30,000.00
TOTAL	\$ 175,000.00
Week of Sept 23rd	
TV Ad #2 Check All the Boxes	\$ 225,000.00
TV Ad #3 Deliveries	\$ 195,000.00
Radio #1 30 English/50 Multi Language	\$ 45,000.00
TOTAL	\$ 465,000.00
Week of Sept 29th	
OOH (Billboards, LA Metro)	\$ 40,000.00
Print	\$ 45,000.00
TOTAL	\$ 85,000.00
Week of October 6th	
Radio #2 30 English/50 Multi Language	\$ 45,000.00
Digital Static #2 "Vote Early BSM" Assets	\$ 35,000.00
Digital Video #2 Cut-downs	\$ 30,000.00
TOTAL	\$ 110,000.00
Week of October 10th	
Radio #3 30 English/50 Multi Language	\$ 45,000.00
Digital Static #3 Assets	\$ 35,000.00
Digital Video #3 Cut-downs	\$ 30,000.00
TOTAL	\$ 110,000.00
GRAND TOTAL	\$ 1,000,000.00

DELIVERABLE COST METHODOLOGY			
Deliverable	Job title	Estimated Hours	Rate Extended Total
Campaign Management Plan			
	Manag ng Director	25	\$550
	Vice President	10	\$300
	Director	33	\$250
	Senior Associañe	66	\$175
	Associate	91	\$150
			\$50,000
Communications Plan			
	Manag ng Director	25	\$550
	Vice President	10	\$300
	Director	33	\$250
	Senior Associañe	66	\$175
	Associate	91	\$150
			\$50,000
Monthly Report			
	Manag ng Director	50	\$550
	Vice President	20	\$300
	Director	65	\$250
	Senior Associañe	131	\$175
	Associate	181	\$150
			\$100,000
	Frequency	Monthly	2.5
			\$250,000
Please see chart above for months to be submitted, with the assumption of only partial month for November.			
Final Report			
	Manag ng Director	25	\$550
	Vice President	10	\$300
	Director	33	\$250
	Senior Associañe	66	\$175
	Associate	91	\$150
			\$50,000

FIELD COST METHODOLOGY			
REQUIREMENT	COST PER UNIT	QTY	Extended Total
COMMUNITY OUTREACH SUBCONTRACTOR <i>Rodriguez Strategies - providing on-going outreach to community partners throughout the state including reaching communities with language access needs</i>	\$66,667 per month	3	\$200,000
Text Messaging <i>**Various services are being explored by both the State and Contractor to perform these if needed. This estimated cost will be updated and revised once determined by the State the best method to be used.</i>	\$150,000 per week	6	\$900,000

DS
9/28/2020

DS
9/28/2020

EXHIBIT B-1
COST DETAIL

Vote Safe California Media Plan - As of 9/18/20 - \$31MM													
												*Election 11/3	
Market	Medium	Unit Length	Details	Structure	Week 6 9/22	Week 5 9/29	Week 4 10/6	Week 3 10/13	Week 2 10/20	Week 1 10/27	Total GRPs / Spots / Impressions	Total Gross Cost	% Spend by Market
Los Angeles	Broadcast TV	30s	9/23-11/3 350 pts./wk./market Total over six weeks 2100 pts./market Programing All dayparts---with limited prime due to costs.	GRPs	350	350	400	400	400	400	2,300	\$4,163,000	27.3%
				CPP	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810			
				Cost	\$633,500	\$633,500	\$724,000	\$724,000	\$724,000	\$724,000			
	Hispanic Broadcast	30s	9/23-11/3 Max Points in the market 50 pts./wk Programming Univision, Telemundo, Estrella TV, TV Azteca	GRPs	50	50	50	50	50	50	300	\$526,575	
				CPP	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755			
				Cost	\$87,763	\$87,763	\$87,763	\$87,763	\$87,763	\$87,763			
	Asian American Broadcast	30s	9/23-11/3 Max Spots in the market 138 spots/wk. Crossings (Chinese – Filipino – South Asian – Vietnamese), and Skylink (Chinese)	Spots	138	138	138	138	138	138	828	\$180,726	
				CPS	\$218	\$218	\$218	\$218	\$218	\$218			
				Cost	\$30,121	\$30,121	\$30,121	\$30,121	\$30,121	\$30,121			
	Cable	30s	9/23-11/3 Two spots Prime Time/night/network Total 14 spots/network/wk Programming Top rated entertainment networks and networks with high African –American and Hispanic viewership. HGTV, Food, Bravo, BET, OWN, ESPN Deportes.	Spots	84	84	84	84	84	84	504	\$2,529,576	
				CPS	\$5,019	\$5,019	\$5,019	\$5,019	\$5,019	\$5,019			
				Cost	\$421,596	\$421,596	\$421,596	\$421,596	\$421,596	\$421,596			
	Radio	60s/ 30s	9/24-11/3 On average top three stations/market with high Hispanic, African-American, or Asian listenership audience. 30x spots/station/wk.	GRPs	50	50	50	50	50	50	300	\$1,050,000	
				CPP	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500			
				Cost	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000			
Los Angeles Total					\$1,347,980	\$1,347,980	\$1,438,480	\$1,438,480	\$1,438,480	\$1,438,480	\$8,449,877		
San Francisco	Broadcast TV	30s	9/23-11/3 350 pts./wk./market Total over six weeks 2100 pts./market Programing All dayparts---with limited prime due to costs.	GRPs	350	350	400	400	400	400	2,300	\$2,359,800	17.5%
				CPP	\$1,026	\$1,026	\$1,026	\$1,026	\$1,026	\$1,026			
				Cost	\$359,100	\$359,100	\$410,400	\$410,400	\$410,400	\$410,400			
	Hispanic Broadcast	30s	9/23-11/3 Max Points in the market 35 pts./wk Programming Univision, Telemundo, Estrella TV, TV Azteca	GRPs	35	35	35	35	35	35	210	\$737,520	
				CPP	\$3,512	\$3,512	\$3,512	\$3,512	\$3,512	\$3,512			
				Cost	\$122,920	\$122,920	\$122,920	\$122,920	\$122,920	\$122,920			
	Asian American Broadcast	30s	9/23-11/3 Max Spots in the market 183 spots/wk. Crossings (Chinese – Filipino – South Asian – Vietnamese), and Skylink (Chinese)	Spots	183	183	183	183	183	183	1,098	\$565,026	
				CPS	\$515	\$515	\$515	\$515	\$515	\$515			
				Cost	\$94,171	\$94,171	\$94,171	\$94,171	\$94,171	\$94,171			
	Cable	30s	9/23-11/3 Two spots Prime Time/night/network Total 14 spots/network/wk Programming Top rated entertainment networks and networks with high African –American and Hispanic viewership. HGTV, Food, Bravo, BET, OWN, ESPN Deportes.	Spots	84	84	84	84	84	84	504	\$1,123,416	
				CPS	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229	\$2,229			
				Cost	\$187,236	\$187,236	\$187,236	\$187,236	\$187,236	\$187,236			
	Radio	60s/ 30s	9/24-11/3 On average top three stations/market with high Hispanic, African-American, or Asian listenership audience. 30x spots/station/wk.	GRPs	40	40	40	40	40	40	240	\$648,000	
				CPP	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700	\$2,700			
				Cost	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000			
San Francisco Total					\$871,427	\$871,427	\$922,727	\$922,727	\$922,727	\$922,727	\$5,433,762		
Broadcast TV	30s	9/23-11/3 350 pts./wk./market Total over six weeks 2100 pts./market Programing All dayparts---with limited prime due to costs.	GRPs	350	350	400	400	400	400	2,300	\$1,582,400		
			CPP	\$688	\$688	\$688	\$688	\$688	\$688				
			Cost	\$240,800	\$240,800	\$275,200	\$275,200	\$275,200	\$275,200				

EXHIBIT B-1
COST DETAIL

Vote Safe California Media Plan - As of 9/18/20 - \$31MM													
Market	Medium	Unit Length	Details	Structure	Week 6 9/22	Week 5 9/29	Week 4 10/6	Week 3 10/13	Week 2 10/20	Week 1 10/27	Total GRPs / Spots / Impressions	Total Gross Cost	% Spend by Market
Sacramento	Hispanic Broadcast	30s	9/23-11/3 Max Points in the market 35 pts./wk Programming Univision, Telemundo, Estrella TV, TV Azteca	GRPs	35	35	35	35	35	35	210	\$382,410	8.5%
				CPP	\$1,821	\$1,821	\$1,821	\$1,821	\$1,821				
				Cost	\$63,735	\$63,735	\$63,735	\$63,735	\$63,735				
	Asian American Broadcast	30s	9/23-11/3 Max Spots in the market 102 spots/wk. Crossings (Chinese – Filipino – South Asian – Vietnamese), and Skylink (Chinese)	Spots	102	102	102	102	102	102	612	\$8,622	
				CPS	\$14	\$14	\$14	\$14	\$14				
				Cost	\$1,437	\$1,437	\$1,437	\$1,437	\$1,437				
	Cable	30s	9/23-11/3 Two spots Prime Time/night/network Total 14 spots/network/wk Programming Top rated entertainment networks and networks with high African –American and Hispanic viewership. HGTV, Food, Bravo, BET, OWN, ESPN Deportes.	Spots	84	84	84	84	84	84	504	\$426,384	
				CPS	\$846	\$846	\$846	\$846	\$846				
				Cost	\$71,064	\$71,064	\$71,064	\$71,064	\$71,064				
	Radio	60s/ 30s	9/24-11/3 On average top three stations/market with high Hispanic, African-American, or Asian listenership audience. 30x spots/station/wk.	GRPs	15	15	15	15	15	15	90	\$234,000	
				CPP	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600				
				Cost	\$39,000	\$39,000	\$39,000	\$39,000	\$39,000				
Sacramento Total					\$416,036	\$416,036	\$450,436	\$450,436	\$450,436	\$450,436	\$2,633,816		
San Diego	Broadcast TV	30s	9/23-11/3 350 pts./wk./market Total over six weeks 2100 pts./market Programing All dayparts---with limited prime due to costs.	GRPs	350	350	400	400	400	400	2,300	\$1,000,500	5.9%
				CPP	\$435	\$435	\$435	\$435	\$435				
				Cost	\$152,250	\$152,250	\$174,000	\$174,000	\$174,000				
	Hispanic Broadcast	30s	9/23-11/3 Max Points in the market 20 pts./wk Programming Univision, Telemundo, Estrella TV, TV Azteca	GRPs	20	20	20	20	20	20	120	\$77,400	
				CPP	\$645	\$645	\$645	\$645	\$645				
				Cost	\$12,900	\$12,900	\$12,900	\$12,900	\$12,900				
	Cable	30s	9/23-11/3 Two spots Prime Time/night/network Total 14 spots/network/wk Programming Top rated entertainment networks and networks with high African –American and Hispanic viewership. HGTV, Food, Bravo, BET, OWN, ESPN Deportes.	Spots	84	84	84	84	84	84	504	\$380,016	
				CPS	\$754	\$754	\$754	\$754	\$754				
				Cost	\$63,336	\$63,336	\$63,336	\$63,336	\$63,336				
	Radio	60s/ 30s	9/24-11/3 On average top three stations/market with high Hispanic, African-American, or Asian listenership audience. 30x spots/station/wk.	GRPs	46	46	46	50	50	50	289	\$360,750	
				CPP	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250				
				Cost	\$57,750	\$57,750	\$57,750	\$62,500	\$62,500				
San Diego Total					\$286,236	\$286,236	\$307,986	\$312,736	\$312,736	\$312,736	\$1,818,666		

EXHIBIT B-1
COST DETAIL

Vote Safe California Media Plan - As of 9/18/20 - \$31MM													
Market	Medium	Unit Length	Details	Structure	Week 6 9/22	Week 5 9/29	Week 4 10/6	Week 3 10/13	Week 2 10/20	Week 1 10/27	Total GRPs / Spots / Impressions	Total Gross Cost	% Spend by Market
Fresno	Broadcast TV	30s	9/23-11/3 350 pts./wk./market Total over six weeks 2100 pts./market Programing All dayparts---with limited prime due to costs.	GRPs	350	350	400	400	400	400	2,300	\$457,700	2.4%
				CPP	\$199	\$199	\$199	\$199	\$199	\$199			
				Cost	\$69,650	\$69,650	\$79,600	\$79,600	\$79,600	\$79,600			
	Hispanic Broadcast	30s	9/23-11/3 Max Points in the market 35 pts./wk Programming Univision, Telemundo, Estrella TV, TV Azteca	GRPs	35	35	35	35	35	35	210	\$83,370	
				CPP	\$397	\$397	\$397	\$397	\$397	\$397			
				Cost	\$13,895	\$13,895	\$13,895	\$13,895	\$13,895	\$13,895			
	Cable	30s	9/23-11/3 Two spots Prime Time/night/network Total 14 spots/network/wk Programming Top rated entertainment networks and networks with high African --American and Hispanic viewership. HGTV, Food, Bravo, BET, OWN, ESPN Deportes.	Spots	84	84	84	84	84	84	504	\$126,000	
				CPS	\$250	\$250	\$250	\$250	\$250	\$250			
				Cost	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000			
	Radio	60s/ 30s	9/24-11/3 On average top three stations/market with high Hispanic, African-American, or Asian listenership audience. 30x spots/station/wk.	GRPs	60	60	60	60	60	60	360	\$81,000	
				CPP	\$225	\$225	\$225	\$225	\$225	\$225			
				Cost	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500			
Fresno Total					\$118,045	\$118,045	\$127,995	\$127,995	\$127,995	\$127,995	\$748,070		
Bakersfield	Broadcast TV	30s	9/23-11/3 350 pts./wk./market Total over six weeks 2100 pts./market Programing All dayparts---with limited prime due to costs.	GRPs	350	350	400	400	400	400	2,300	\$248,400	1.6%
				CPP	\$108	\$108	\$108	\$108	\$108	\$108			
				Cost	\$37,800	\$37,800	\$43,200	\$43,200	\$43,200	\$43,200			
	Hispanic Broadcast	30s	9/23-11/3 Max Points in the market 35 pts./wk Programming Univision, Telemundo, Estrella TV, TV Azteca	GRPs	25	25	25	25	25	25	150	\$34,950	
				CPP	\$233	\$233	\$233	\$233	\$233	\$233			
				Cost	\$5,825	\$5,825	\$5,825	\$5,825	\$5,825	\$5,825			
	Cable	30s	9/23-11/3 Two spots Prime Time/night/network Total 14 spots/network/wk Programming Top rated entertainment networks and networks with high African --American and Hispanic viewership. HGTV, Food, Bravo, BET, OWN, ESPN Deportes.	Spots	84	84	84	84	84	84	504	\$69,552	
				CPS	\$138	\$138	\$138	\$138	\$138	\$138			
				Cost	\$11,592	\$11,592	\$11,592	\$11,592	\$11,592	\$11,592			
	Radio	60s/ 30s	9/24-11/3 On average top three stations/market with high Hispanic, African-American, or Asian listenership audience. 30x spots/station/wk.	GRPs	80	80	80	80	80	80	480	\$152,160	
				CPP	\$317	\$317	\$317	\$317	\$317	\$317			
				Cost	\$25,360	\$25,360	\$25,360	\$25,360	\$25,360	\$25,360			
Bakersfield Total					\$80,577	\$80,577	\$85,977	\$85,977	\$85,977	\$85,977	\$505,062		

**Exhibit C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Resources," then "Standard Contract Language" to access the current terms and conditions.

<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 the Chief, Management Services, within ten (10) days of discovery of the problem. Within ten (10) days, the Chief, Management Services shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Chief, Management Services shall be final.

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

3. **Evaluation of Contractor (Applies Only to Consultant Services Contracts)**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on 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 negative and over \$5,000.

4. **Agency Liability**

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

5. **Potential Subcontractors**

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

**Exhibit D
(Standard Agreement)**

6. Contractor's Qualifications & Statement of Economic Interests

a. Contractor covenants that its previous representations to Agency regarding its qualifications to perform the services provided for herein are true and accurate.

b. Within 30-days of the execution of the agreement or commencement of any services, whichever is later, under this Agreement, Contractor's employees performing services under this Agreement, as determined by the Agency ("Designated Filer,") shall complete and file a Statement of Economic Interest (Form 700) as required by Agency's Conflict of Interest Code and Section 87300 et seq. of the Government Code. At a minimum, any and all, sub-interests or entities, including those of their spouse, or dependent children, which the Contractor may be working with in the course of this Agreement, must be identified by Contractor's employees, as applicable. Each Designated Filer shall also timely complete and file a Statement of Economic Interests annually and upon leaving office, as applicable. Contractor shall provide, and represents that it has provided, to Agency the names and responsibilities of those employees and agents who will be providing services under this Agreement. If, during the term of this Agreement, Contractor desires to have different or additional employees or agents provide services under this Agreement, Contractor shall provide such names and other information requested to Agency so that Agency may determine whether such persons must comply with this provision.

c. In the event Contractor or Designated Filer fails to return the completed Statement of Economic Interests to Agency within thirty (30) calendar days from the date this Agreement is executed, or fails to complete and file an annual or leaving office statement or fails to complete ethics training, if required under this agreement, within the times required, the Agency reserves the right to withhold payment for any services performed and reserves the right to cancel this Agreement.

d. In the event any of the Statement of Economic Interests reveals a conflict of interest which, as determined by the Agency, could impair Contractor's ability to properly or legally perform the services contemplated by this Agreement, Agency reserves the right to request immediate removal of the consultant from the Agreement or cancel this Agreement.

Exhibit E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. **Amendments**

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost up to 10% of the overall value of the original agreement, and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate received and identified in the contract.

2. **Hatch Act**

The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at <https://osc.gov/Pages/HatchAct.aspx>

3. **Funding**

A. 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 Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.

B. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.

4. **Commission, Percentage, Brokerage, or Contingent Fees**

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract 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 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 contract 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. **Termination**

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

6. **Debarment and Suspension**

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

**Exhibit E
(Standard Agreement)**

7. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

8. Application of Federal Office of Management and Budget (OMB) Circulars

Office of Management and Budget (OMB) Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200), incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.

9. Incompatible Activities

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

**Exhibit E
(Standard Agreement)**

- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.