

**DEPARTMENT OF MOTOR VEHICLES**

ADMINISTRATIVE SERVICES DIVISION  
P. O. BOX 932380  
SACRAMENTO, CA 94232-3820  
(916) 657-7771

**10-087****REQUEST FOR PROPOSAL**

May 25, 2010

You are invited to review and respond to this Request for Proposal (RFP), entitled Communications, Advertising, And Public Relations Support For Educating And Informing California's Diverse Population About The Services Available Through The Department Of Motor Vehicles. In submitting your proposal, you must comply with the instructions found herein.

Please note that all contracts entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at the internet site:

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

If you do not have internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Motor Vehicles, this RFP is complete and without need of explanation. However, if you have questions or need clarifying information, the contact person for this RFP is:

Corey Hollowell  
Department of Motor Vehicles  
Phone: (916) 657-1259  
Fax: (916) 657-2387  
Email: [chollowell@dmv.ca.gov](mailto:chollowell@dmv.ca.gov)

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

**Corey Hollowell**  
Contract Administrator

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## **1. PURPOSE AND DESCRIPTION OF SERVICES**

The Department of Motor Vehicles (DMV) is soliciting proposals from communications (e.g. outreach, education, etc.), advertising, and public relations firms with the resources, experience, and abilities to provide a wide range of communication services that will serve to educate and inform California's diverse population about the services available through the DMV.

The Contractor shall provide communications (e.g. outreach, education, etc.), advertising, and public relations support for the following:

- A. An expansion of the ongoing "Save Time, Go Online" campaign.
- B. A new communications strategy and messaging campaign to enhance alternative service usage.
- C. A new campaign to educate the public about DMV's new look-and-feel driver license and identification card.
- D. Other DMV issues and initiatives that periodically arise.

The services to be performed by the successful proposer shall include, but shall not be limited to: behavioral and social marketing, advertising, public relations, and development of partnerships with private and public entities.

The DMV seeks to maximize the value of the dollars it spends whenever possible through the use of cost-effective tactics for communicating its messages. Such tactics may include, but are not limited to, Public Service Announcements (PSAs), partnerships with Community-Based Organizations (CBOs), private sector partners, colleges, universities, key stakeholder industry groups, and advertising in non-traditional media.

The DMV is committed to ensuring its outreach efforts reach California's diverse audiences. The successful proposer will be expected to assist the DMV in reaching out to a wide variety of diverse/multicultural audiences.

## **2. CONTRACT TERM AND FUNDING**

The term of the Agreement will be one (1) year with an option to extend for one (1) year additional. The option to extend for the additional one year period rests solely with the DMV and will be accomplished by a contract amendment should the DMV exercise this option. The advertising mark-up rates and public relations (hourly) rates provided by the proposer in the Cost Sheet (Attachment 3B) will apply to the contract term and the one (1) year option to extend, and will not be renegotiated.

The funding for the first contract year will be a maximum of \$500,000.00. If the DMV exercises the option to extend the term of the Agreement for one (1) year additional, the DMV anticipates, but cannot guarantee, that an additional \$500,000.00 will be available for the optional year, for a two year combined total of \$1,000,000.00.

## **3. BACKGROUND**

DMV's core functions include licensing drivers, maintaining driving records, registering and tracking official ownership of vehicles and vessels, investigating auto and identity-related fraud, and licensing car dealers, driving schools, and traffic violator schools.

Other major DMV functions include: recording ownership (certificate of title) of vehicles the DMV registers, maintaining driving records (collisions and convictions) of licensed drivers, issuing identification cards, registering and recording ownership of vessels, administering the Financial Responsibility Law,

investigating consumer complaints, maintaining records in accordance with the law, and collecting approximately \$6.8 billion in revenue annually.

A. Campaigns

**(1) Save Time, Go Online**

Per the direction of the DMV Project Manager, the Contractor shall provide an expanded and more comprehensive approach to the ongoing Save Time, Go Online campaign. The approach shall be designed to drive more customers to do business with the DMV through its website.

Developed and launched in 2007, the Save Time, Go Online campaign was the DMV's first-ever statewide marketing campaign. This comprehensive educational and awareness campaign included paid media buys for outdoor placements and radio, extensive media relations efforts, broad-based partnership development, opinion research, collateral development, and other communication tools.

Recognizing that the public increasingly expects government agencies to perform more like commercial entities, the DMV's overall goal was to promote and increase the use of available online services, and to drive customers to do business with the DMV over the Internet, on their time, and at their convenience. The campaign's objectives were to: create a single message/image, raise awareness of the online DMV services currently available, promote new services as they become available, encourage increased use of online services as a primary means of conducting business with the DMV, and to enhance the public image of the DMV.

The DMV recognized that increased use of the Department's website would not only lessen the burden on DMV field offices, but also help DMV customers save time and effort by offering a convenient way to access common services. It was important to publicize these efforts, while at the same time, brand the DMV as a "new-age" government entity providing up-to-date, secure resources for California drivers and residents.

a. Research and Evaluation

1. Earned Media Generated: The media essentially received a two-story package: a new, look-and-feel Web site built for customers, and a companion marketing campaign that promoted the Department's plethora of online services.
2. Internet Use Results: Since the inception of the campaign in early 2007, online business use rose from 4.6 million at the end of 2006 to 9.4 million in 2009. For the calendar year 2009, DMV set a record in two online transaction categories:
  - A. Online Vehicle Registrations numbered 6.4 million, an increase of 68 percent over the 2007 total of 3.8 million.
  - B. Online Driver License renewals numbered 961,000 in 2009, a 92 percent increase over the 500,000 logged in 2007.

- b. For more information on the "Save Time, Go Online" campaign, log onto the DMV website at [www.dmv.ca.gov](http://www.dmv.ca.gov).

**(2) Alternative Service Usage Enhancements**

Per the direction of the DMV Project Manager, the Contractor shall provide a communications strategy and messaging campaign that focuses on strategic and targeted

methods designed to increase customer business with the DMV outside of DMV field offices through the use of alternative methods and strategies (e.g. DMV business partners, through the telephone, etc.).

**(3) New look-and-feel driver license and identification card**

It is anticipated that the new look-and-feel driver license and identification card will be unveiled to the public in late summer or fall 2010. Per the direction of the DMV Project Manager, the Contractor shall execute an education and awareness campaign spanning six (6) months that may include, but shall not be limited to, a statewide radio buy, and working with key DMV stakeholders and partners.

**4. PROPOSER MINIMUM QUALIFICATIONS**

***(Note: The Proposer, a.k.a. "Prime Contractor", must meet all of the minimum qualifications listed in this Section)***

- A. Must be licensed to do business in California.
- B. Must be a full-service public relations firm with media and public relations capabilities (*proposer must demonstrate how services will be provided.*)
- C. Must have at least \$3 million in gross annual billings from California offices for 12 consecutive months within the last two (2) years and shall provide the DMV with supporting financial documents upon request.
- D. Must have an office within 60 miles of DMV Headquarters in Sacramento, CA. (*DMV Headquarters is located at 2415 First Avenue, Sacramento, CA 95818.*)
- E. Must have a minimum of five (5) years experience in providing similar public relations and communications support services as described in this RFP.
- F. Must have recent (within the last two (2) years) experience in all of the following:
  - (1) Public relations support activities aimed at reaching diverse audiences.
  - (2) Developing partnerships with public and private entities.
  - (3) Developing and managing a campaign for a government agency.
- G. The proposer's Project Manager must have a minimum of five (5) years experience in the field of communications, public relations, public information, social or behavioral marketing, or closely related disciplines.
- H. The proposer's Project Supervisor must have a minimum of five (5) years of supervisory experience in conducting and overseeing public awareness campaigns.
- I. The proposer must have no conflict of interest issues between existing client relationships and the ability to vigorously and fully represent the DMV. (*All client relationships must be identified, including those that could conceivably be a conflict of interest.*)

**The remainder of this page is intentionally left blank.**

## 5. REQUIREMENTS AND INFORMATION

### A. Time Schedule

| EVENT                                                     | DATE        | TIME   |
|-----------------------------------------------------------|-------------|--------|
| RFP available to prospective bidders:                     | 5/26/2010   | N/A    |
| Written questions regarding RFP are due by:               | 6/3/2010    | 2:00PM |
| Written responses to questions regarding RFP released by: | 6/9/2010    | 4:00PM |
| Final date to submit proposal:                            | 6/22/2010   | 2:00PM |
| Proposed start date of Agreement (estimated):             | August 2010 | N/A    |

### B. Pre-Bid Conference

No mandatory or optional pre-bid conference is scheduled for this RFP.

### C. Technical Proposal

Proposers shall submit a technical proposal that includes all of the following in the order listed below:

- (1) Cover Letter/Introduction: *(Maximum of two (2) pages)*
- (2) Table of Contents: *(Information shall be organized as presented in this section)*
- (3) Minimum Qualifications Statement: Proposer shall provide a narrative demonstrating that the Proposer, a.k.a. "Prime Contractor", meets all of the minimum qualifications for the RFP as specified in Section 4, PRPOSER MINIMUM QUALIFICATIONS. *(Maximum of three (3) pages)*
- (4) Background: Proposer shall provide its date of establishment, firm size, and structure; describe its experience in developing, managing, and tracking advertising/public relations campaigns; describe its experience in managing California statewide media buying and producing marketing materials, services, and activities; describe its advertising and public relations capabilities, and whether those capabilities are in-house or through subcontractors; provide a written description outlining how the proposer will provide full service capability in the areas of account services, media planning/buying, creative staff, research, partnership building, etc; describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed; provide written examples of past work factors used to measure success. *(Maximum of three (3) pages)*
- (5) Project Personnel & Resumes: The DMV has determined that all of the following job titles/classifications listed below will be required to provide requested services:
  - Project Manager
  - Project Supervisor
  - Account Executive
  - Creative Director
  - Media Buyer
  - Support Staff

The DMV recognizes that the job titles/classifications within a proposer's organization may vary from the job titles/classifications listed above. However, the proposer shall use the job titles/classifications listed above for the purposes of this RFP.

The proposer shall submit an organizational chart showing the hierarchy and proposed duties of contractor personnel that will be utilized during the term of the Agreement. The chart must show the relationship between the Project Manager and contractor personnel of the proposer's organization and all other parties (subcontractors) to the proposal. The proposer shall identify all contractor personnel that will perform all roles indicated in this section. **The proposer may assign one or more individuals to perform multiple roles.**

**The proposer shall submit a resume for both the Project Manager and Project Supervisor the proposer intends to utilize if awarded the Agreement. The DMV has determined that both the Project Manager and Project Supervisor will exercise the major administrative role or major policy or consultant role in the performance of the Agreement. The proposer shall not submit resumes for other contractor personnel unless requested by the DMV.**

- (6) Reference Letters: The proposer must supply the DMV with a minimum of three (3) client reference letters, including at least one (1) from a government agency, with needs of similar degree of complexity and billables from the last five (5) years. The reference letters are to be prepared and signed by the client. The reference letters shall include the name of the firm or government agency, the nature of the work performed, the contact person, their business and email addresses, and their contact telephone and fax numbers. *(Client reference letters shall not exceed two (2) pages each)*
- (7) Management Plan: The proposer shall describe how the contract and contractor personnel, including subcontractors, will be managed throughout the term of the Agreement. The proposer must provide descriptions of internal fiscal, accounting and quality controls, schedules, and budget monitoring procedures which will be used to ensure that all work items are timely and that the fiscal resources are managed responsibly. In addition, the proposer must show methods of regularly reporting to the DMV on the status of work projects and budget expenditures. *(Maximum of two (2) pages)*
- (8) Multilingual/Multicultural Campaigns: Proposer shall describe its experience in managing multilingual and/or multicultural campaigns. *(Maximum of two (2) pages)*
- (9) Government Campaigns: Proposer shall describe its experience in managing government advertising/public relations campaigns. *(Maximum of two (2) pages)*
- (10) Case Studies:
  - a. Social Marketing, Public Policy, or Issue Campaign Experience: The proposer shall submit three (3) case studies detailing experience in social, public policy, or issue campaigns. Narratives shall include objectives, assumptions, and strategies, and shall detail the research and work involved. Narratives shall also be quantified in terms of outcome measures/results. The three (3) case studies will be evaluated as a whole, and taken together, and should demonstrate the proposer's experience in:
    1. Developing and managing a campaign for a government agency.
    2. Coordinating partnerships with community based organizations or government agencies.
    3. Reaching multiple ethnic/multicultural audiences.

*(Each narrative shall be no longer than two (2) pages. In addition, proposer shall submit three (3) samples of campaign support materials for each narrative)*

- b. Media Relations Experience: Proposer shall describe two (2) case studies of media relations activities such as work in securing news and editorial coverage, placing feature articles, arranging editorial board meetings, and developing publicity events. Include any measurements of success. *(Maximum of one (1) page for each case study)*
- c. Special Event Development Experience: Describe two (2) case studies of special events planned and executed. *(Maximum of one (1) page for each case study)*

(11) Work Plan:

The proposer shall develop a work plan for the objective below. The purpose of the work plan is to give DMV an opportunity to study how the proposer would schedule various elements, distribute the workload among staff and/or subcontractors, and allocate resources. DMV recognizes that no final work plan can be developed until after the successful bidder has consulted extensively with DMV, and that any work plan is subject to ongoing modifications depending upon the needs of the DMV. As a result, DMV will consider the proposed work plan to be an exercise for the purposes of this RFP.

As an exercise for the purposes of this proposal, the proposer shall develop a work plan to span six (6) months. See Section 2, CONTRACT TERM AND FUNDING, for funding levels.

**Objective – Develop and Implement a public awareness program for DMV’s new look-and-feel driver license and identification card. For the purposes of this exercise, the work plan must not exceed fifteen (15) pages (creative work can exceed this amount).**

The new look-and-feel driver license and identification cards will be unveiled in late summer or fall 2010. The Proposer will execute an education and awareness campaign that will span six (6) months (assume a start date of September 1, 2010). Various elements to the external messaging part of the campaign may include, but shall not be limited to, a statewide radio buy, and working with key DMV stakeholders and partners.

A public relations narrative shall be provided for the work plan. Proposers are reminded that the narrative must encompass the multicultural outreach goals as stated previously in this RFP.

The following elements must be incorporated into the proposer’s work plan:

- a. Partnership Development: The proposer shall present and show the ability to develop partnerships that will result in local communities, government agencies, businesses, and other entities establishing, with DMV support, ongoing awareness and outreach efforts aimed at consumers and others.
- b. Advertising: The proposer shall include recommendations for paid media, not to exceed 50% of the contract’s first-year budget (Note: Proposers are not required to submit actual “paid media” plans, but rather, recommendations for advertising mediums to best utilize the program budget). Proposers shall include proposed creative to correlate with paid media recommendations.
- c. Media and Public Relations: The proposer shall develop a media and public relations plan. In addition, the proposer shall present and show the ability to implement media relations and public affairs programs locally and statewide, as well as the specific public relations tactics that would accompany the partnership development aspect of

the work plan.

- d. Collateral: The proposer shall include recommendations for creative, cost-effective, appropriate collateral materials that may include, but are not limited to: brochures, videos, audios, print pieces, and newsletters to support DMV programs.
- e. Outreach to Multicultural Audiences: The proposer shall demonstrate how multicultural audiences will be targeted.
- f. Research: The proposer shall demonstrate the ability to collect and evaluate cost-effective research that will assist in the implementation and ongoing sustainability of the work plan.
- g. Performance Measures: The proposer shall detail how the work plan's effectiveness will be measured. Specifically, the DMV is looking for proposers to demonstrate "outcome" measures as opposed to "output" measures as they apply to Californians' awareness of DMV's programs and their behaviors. In addition, proposers shall identify the specific benefits of each work item outlined, complete with measurement methodology and a detailed report of the actual benefits achieved upon successful implementation.
- h. Cost Effectiveness: The proposer shall demonstrate the steps the proposer will take to fully leverage DMV's efforts and funds. This may include, but shall not be limited to, the use of partnerships, in-kind services, and pro-bono services by the proposer, its subcontractors, and/or its existing clients.

(12) Cost Proposal: The proposer shall complete and submit **Attachment 3B, Cost Sheet**.

#### **D. Submission of Proposal**

- (1) All proposals must be submitted in one (1) sealed envelope or under sealed cover and plainly marked **BID PROPOSAL # 10-087 DO NOT OPEN UNTIL JUNE 22, 2010 AT 2:00PM, ATTN: COREY HOLLOWELL**. Proposals not submitted in one (1) sealed envelope or under sealed cover will be rejected.
- (2) A minimum of six (6) copies (one (1) original and five (5) copies) of the proposal must be submitted. The original proposal must be marked "ORIGINAL" and shall contain all required documents with original signatures. **Proposal packages shall be three-hole-punched and placed in a binder.**
- (3) All proposals must be received at the DMV on the date and time specified in Section 5, A, Time Schedule. Any proposal received after the final due date and time shall remain unopened and be returned to the contractor by the DMV.
- (4) Proposals shall include all required documents identified in **Attachment 1, Proposer Checklist**. Proposals that do not include all required documents may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- (5) All documents requiring a signature must bear an original signature of a person authorized to bind the proposing firm.

- (6) Mail or deliver proposals to the following address:

**Department of Motor Vehicles  
Contract Services Section  
Attn: Corey Hollowell  
2415 First Avenue, MS: E112  
Sacramento, CA 95818-2606**

- (7) A response to this RFP by a contractor may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The DMV may reject any or all responses and may waive any immaterial deviation in a response. The DMV's waiver of immaterial defect shall in no way modify the RFP documents or excuse the contractor from full compliance with all requirements if awarded a contract.
- (8) Costs for preparing responses to this RFP in anticipation of an award of a contract are entirely the responsibility of the contractor and shall not be charged to the State of California.
- (9) An individual who is authorized to bind the contractor's firm contractually shall sign the Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned Bidder Certification Sheet may be rejected.
- (10) A contractor may withdraw or modify its response to this RFP prior to the final date and time specified in Section 5, A, Time Schedule, by submitting a written withdrawal request to the DMV signed by the contractor or an agent authorized in accordance with (5) above. A contractor that withdraws its original response may resubmit another response prior to the final date and time specified in Section 5, A, Time Schedule. A contractor may not withdraw its response without cause subsequent to the final date and time specified in Section 5, A, Time Schedule. Modifications offered in any other manner, oral or written, will not be considered.
- (11) The DMV may modify this RFP prior to the final date and time specified in Section 5, A, Time Schedule, by the issuance of an addendum to all parties who received an RFP package.
- (12) The DMV reserves the right to reject all proposals for reasonable cause. If all costs are too high, the agency is not required to award a contract.
- (13) Contractors are cautioned to not rely on the DMV during the evaluation to discover and report to the contractor any defects and errors in the submitted proposals. Contractors, before submitting their proposals, should carefully proof them for errors and adherence to the RFP requirements.
- (14) Where applicable, the contractor should carefully examine work sites and specifications. The contractor shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- (15) More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any contractor has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that contractor. If there is reason for believing that collusion exists among the contractor, none of the participants in such collusion will be considered in this or future procurements.
- (16) DMV reserves the right to verify a contractor's claimed experience, education, and letters of reference and/or commitment required in a proposal element. In the event that any data is

found to be inaccurate or false, DMV will have the right to either deduct the specified points allocated for the data and/or disqualify the contractor from the bidding process.

**E. Evaluation of Proposals**

- (1) After the final date and time to submit a proposal as specified in Section 5, A, Time Schedule, each proposal will be opened and evaluated using the following two-step process:
  - a. Step 1 – Proposer Minimum Qualifications (Pass/Fail): Proposers must meet the minimum qualifications identified in Section 4, PROPOSER MINIMUM QUALIFICATIONS. Failure to meet the minimum requirements shall result in elimination of the proposal from further consideration.

**ON THE FOLLOWING PAGE IS A SAMPLE OF THE EVALUATION FORM THAT WILL BE COMPLETED BY DMV DURING THE EVALUATION PROCESS. PROPOSER SHALL NOT COMPLETE THIS FORM.**

**The remainder of this page is intentionally left blank.**

SAMPLE

**FOR DMV USE ONLY**

**Proposer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Step 1 Evaluation – Proposer Minimum Qualifications (Pass/Fail)**

Proposer must receive a score of “Pass” for each requirement listed below in order for the proposal to be considered responsive.

| REQUIREMENT                                                                                                                                                                                                                                                                                                                       | PASS/FAIL? |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. Is the proposer licensed to do business in California?                                                                                                                                                                                                                                                                         |            |
| 2. Is the proposer a full-service public relations firm with media and public relations capabilities?                                                                                                                                                                                                                             |            |
| 3. Does the proposer have at least \$3 million in gross annual billings from California offices for 12 consecutive months within the last two (2) years?                                                                                                                                                                          |            |
| 4. Does the proposer have an office within 60 miles of DMV Headquarters in Sacramento, CA?                                                                                                                                                                                                                                        |            |
| 5. Does the proposer have a minimum of five (5) years experience in providing similar public relations and communications support services as described in the RFP?                                                                                                                                                               |            |
| 6. Does the proposer have recent (within the last two (2) years) experience in all of the following:<br><br>A. Public relations support activities aimed at reaching diverse audiences?<br><br>B. Developing partnerships with public and private entities?<br><br>C. Developing and managing a campaign for a government agency? |            |
| 7. Does the proposer’s Project Manager have a minimum of five (5) years of experience in the field of communications, public relations, public information, social or behavioral marketing, or closely related disciplines?                                                                                                       |            |
| 8. Does the proposer’s Project Supervisor have a minimum of five (5) years of supervisory experience in conducting and overseeing public awareness campaigns?                                                                                                                                                                     |            |
| 9. Does the proposer have no conflict of interest issues between existing client relationships and the ability to vigorously and fully represent the DMV?                                                                                                                                                                         |            |

- b. Step 2 – Technical Proposal: Proposals adhering to the requirements in Step 1 above will have their Technical Proposals evaluated and scored by a DMV Evaluation Committee in accordance with the criteria shown in the sample evaluation form on Pages 12 – 19 in this RFP. Each proposal will be evaluated to determine responsiveness to the requirements and standards described in this RFP. The selection process complies with the requirements of PCC 10344, subdivision (c). This selection process is known as the “Secondary Method”.
1. For each item listed in the Qualifications and Experience section, Case Studies section, and Work Plan section of the sample evaluation form on the following pages (12 – 19), proposers must achieve a combined average score from the DMV Evaluation Committee of at least 50% of the maximum points available for the item in order for the overall proposal to be considered as responsive. For example, if an item allows a maximum of six (6) points, the proposer must achieve a combined average minimum score of three (3) points for the item from the DMV Evaluation Committee in order for the overall proposal to be considered as responsive. A combined average score of less than three (3) points for the item will render the overall proposal as non-responsive.
  2. For each item listed in the Cost Proposal section of the sample evaluation form on the following pages (12 – 19), proposers that submit the lowest hourly rate will be awarded the maximum points available. All other hourly rates will be awarded points based on the following calculation: **(Lowest Hourly Rate divided by Other Hourly Rate multiplied by Maximum Possible Points)**.
  3. All points awarded for each item shall be rounded to two decimal points (e.g. 5.45).

**ON THE FOLLOWING PAGES (12 – 19) IS A SAMPLE OF THE EVALUATION FORM THAT WILL BE COMPLETED BY DMV DURING THE EVALUATION PROCESS. PROPOSER SHALL NOT COMPLETE THIS FORM.**

**The remainder of this page is intentionally left blank.**

SAMPLE

**FOR DMV USE ONLY**

**Evaluator Number:** \_\_\_\_\_

**Proposer Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Step 2 Evaluation – Technical Proposal (138 Maximum Points)**

**Note:** All points awarded for each item shall be rounded to two decimal points (e.g. 5.45).

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| 1. Qualifications and Experience (0 – 12 Points)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Maximum Possible Points | Total Points Awarded |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|
| <p>A. Demonstrated experience in developing, managing, and tracking advertising/public relations campaigns; managing California statewide media buying and producing marketing materials?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                                                                                                                                                         | 4                       |                      |
| <p>B. Does the Management Plan describe how the contract and contractor personnel, including subcontractors, will be managed throughout the term of the Agreement? This includes descriptions of internal fiscal, accounting and quality controls, schedules, and budget monitoring procedures which will be used to ensure that all work tasks are timely and that the fiscal resources are managed responsibly?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 4                       |                      |

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|                                                                                                                                                                                                                                                                                                                                                                                       |    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| <p>C. Demonstrated experience in managing multilingual and/or multicultural campaigns?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>       | 2  |  |
| <p>D. Demonstrated experience in managing government advertising/public relations campaigns?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 2  |  |
| <p><b>Total Points For Qualification and Experience</b></p>                                                                                                                                                                                                                                                                                                                           | 12 |  |

| 2. Case Studies (0 – 22 Points)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Maximum Possible Points | Total Points Awarded |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|
| <p>A. <b>Research:</b> Does each case study indicate the research that was used to determine campaign approach, direction, and target audiences?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 4                       |                      |
| <p>B. <b>Execution:</b> Does each case study include clearly stated goals, objectives, timelines, strategies and tactics?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                        | 4                       |                      |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| <p>C. <b>Evaluation:</b> Were outcome-based measures used to judge the effectiveness of the campaigns? Were the evaluations of each campaign's effectiveness, strengths, and weaknesses thorough?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 4 |  |
| <p>D. <b>Creative Approach and Execution:</b> Was the approach and execution of the campaigns consistently creative? Did the proposer find ways to maximize the dollars being spent through co-op advertising, pro-bono support, or other tactics? Did the proposer reach target audiences in creative ways?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                       | 2 |  |
| <p>E. <b>Work Samples:</b> Were the work samples consistently creative in terms of both design and execution? Were they effective at supplementing the campaigns?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                                                                                                  | 2 |  |
| <p>F. <b>Case Studies:</b> Did any of the case studies demonstrate experience managing a campaign for a government agency?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                                                                                                                                         | 2 |  |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |           |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--|
| <p>G. <b>Partnerships:</b> Did the case studies demonstrate the proposer's experience in creating effective partnerships with community based organizations, government agencies, and/or other public/private entities?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 2         |  |
| <p>H. <b>Multicultural:</b> Did the case studies demonstrate experience in creating effective messages of multicultural audiences?</p> <p><u>Award the following points:</u><br/> <b>Two (2) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                      | 2         |  |
| <b>Total Points For Case Studies</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>22</b> |  |

| 3. Work Plan (0 – 54 Points)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Maximum Possible Points | Total Points Awarded |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|
| <p>A. <b>Program Knowledge:</b> Demonstrated awareness and depth of knowledge of the new look-and-feel driver license and identification card campaign?</p> <p><u>Award the following points:</u><br/> <b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 6                       |                      |
| <p>B. <b>Work Plan Creativity:</b> Demonstrated creativity consistently throughout?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                 | 4                       |                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| <p>C. <b>Research:</b> Does the proposer make use of market research and/or other analysis in developing the campaigns and their component strategies and tactics?</p> <p><u>Award the following points:</u><br/> <b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                                             | 4 |  |
| <p>D. <b>Work Plan Synergies:</b> Do the component parts of the work plan (e.g. the advertising strategies and the public relations strategies) compliment one another well? Does the work plan work well with one another to raise awareness of DMV?</p> <p><u>Award the following points:</u><br/> <b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>              | 6 |  |
| <p>E. <b>Partnership Development:</b> does the proposer make use of partnerships between DMV, other government agencies, community based organizations, and/or other public/private sector organizations to leverage DMV advertising and public relations dollars?</p> <p><u>Award the following points:</u><br/> <b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 6 |  |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| <p>F. <b>Resource Allocation:</b> Does the proposer justify recommended media selections, weight levels, and timings? Are the resources for public relations activities allocated supported?</p> <p><u>Award the following points:</u><br/> <b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                   | 6 |  |
| <p>G. <b>Outreach to Multicultural Audiences:</b> Does the proposer demonstrate how multicultural audiences will be targeted?</p> <p><u>Award the following points:</u><br/> <b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                                  | 6 |  |
| <p>H. <b>Cost Effectiveness:</b> Does the proposer make use of “added value” in advertising buys and in media relations/public relations, including co-op media buys, in-kind services, and pro-bono services?</p> <p><u>Award the following points:</u><br/> <b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 6 |  |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--|
| <p>I. <b>Proposed Collateral Materials:</b> Does the proposer have creative, cost effective, and appropriate ideas for collateral materials?</p> <p><u>Award the following points:</u></p> <p><b>Four (4) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Two (2) to Three (3) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) point</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p>                                                                | 4  |  |
| <p>J. <b>Performance:</b> Does the proposer use outcome-based, as opposed to output-based, performance measures for each campaign? Are the proposed performance measures thorough and complete?</p> <p><u>Award the following points:</u></p> <p><b>Six (6) points</b> if the response is clear, concise, and comprehensive.</p> <p><b>Three (3) to Five (5) points</b> if the response is clear and concise, but does not address all components of an item.</p> <p><b>One (1) to Two (2) points</b> if the response is disorganized, confusing, and limited.</p> <p><b>Zero (0) points</b> if the item fails to address the item.</p> | 6  |  |
| <p><b>Total Points For Work Plan</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 54 |  |

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| 4. Cost Proposal (0 – 50 Points)                                                                                                                                                                                                                                                       | Maximum Possible Points | Total Points Awarded |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|
| A. <b>Production Mark-Up Score:</b><br><i>(Lowest mark-up percentage will be awarded the maximum points. All other mark-up percentages will be awarded points based on the following calculation: (Lowest Mark-Up Percentage divided by Other Mark-Up Percentage multiplied by 10)</i> | 10                      |                      |
| B. <b>Media Buy Mark-Up Score:</b><br><i>(Lowest mark-up percentage will be awarded the maximum points. All other mark-up percentages will be awarded points based on the following calculation: (Lowest Mark-Up Percentage divided by Other Mark-Up Percentage multiplied by 10)</i>  | 10                      |                      |
| C. <b>Project Manager Hourly Rate Score:</b><br><i>(Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the following calculation: (Lowest Hourly Rate divided by Other Hourly Rate multiplied by 5)</i>                     | 5                       |                      |
| D. <b>Project Supervisor Hourly Rate Score:</b><br><i>(Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the following calculation: (Lowest Hourly Rate divided by Other Hourly Rate multiplied by 5)</i>                  | 5                       |                      |
| E. <b>Account Executive Hourly Rate Score:</b><br><i>(Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the following calculation: (Lowest Hourly Rate divided by Other Hourly Rate multiplied by 5)</i>                   | 5                       |                      |
| F. <b>Creative Director Hourly Rate Score:</b><br><i>(Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the following calculation: (Lowest Hourly Rate divided by Other Hourly Rate multiplied by 5)</i>                   | 5                       |                      |
| G. <b>Media Buyer Hourly Rate Score:</b><br><i>(Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the following calculation: (Lowest Hourly Rate divided by Other Hourly Rate multiplied by 5)</i>                         | 5                       |                      |
| H. <b>Support Staff Hourly Rate Score:</b><br><i>(Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the following calculation: (Lowest Hourly Rate divided by Other Hourly Rate multiplied by 5)</i>                       | 5                       |                      |
| <b>Total Points For Cost Proposal</b>                                                                                                                                                                                                                                                  | <b>50</b>               |                      |
| <b>COMBINED TOTAL SCORE</b>                                                                                                                                                                                                                                                            | <b>138</b>              |                      |

- (2) References may be contacted by the DMV Evaluation Committee to validate the information provided by the proposer and to determine the client's overall satisfaction with the services provided. Bidders are responsible for notifying their customers that the DMV Evaluation Committee may contact them for reference and performance information.
- (3) Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the contractor, may be rejected. If in the opinion of the DMV, such information was intended to mislead the DMV in its evaluation of a proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

#### **F. Award and Protest**

- (1) The contract shall be awarded to the responsible/responsive proposer given the highest overall number of points. The overall number of points to be awarded to each proposal shall be determined by adding together the total Technical Proposal points awarded by the DMV Evaluation Committee and applicable Preference Points awarded by the DMV Contract Administrator. Refer to Section 6, Preference Programs, for information regarding preferences that are applicable to this RFP.

In the event there is a tie score among proposers, the proposers that have tie scores will be contacted by the DMV Contract Administrator regarding a date and time for a flip of a coin. The proposer whose proposal was received first by the DMV will make the call. Proposers or their authorized representative(s) are allowed to be present for the flip of the coin.

- (2) The DMV will send proposers that submitted a proposal for this RFP a written notification of contract award.
- (3) Upon written request by any proposer, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- (4) If any proposer, prior to the award of agreement, files a protest with the awarding agency, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- (5) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services and the Department of Motor Vehicles a full and complete written statement specifying the grounds for the protest, including the IFB/RFP number, and the name of the state agency involved and the agency contract person. Protestants should include their fax numbers if they have one.
- (6) The written protest may be sent by regular mail, fax, courier or personal delivery to both of the following:

- Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 3rd Street, 7th Floor  
Sacramento, CA 95605  
Fax: (916) 376-5088

- Department of Motor Vehicles  
Contract Services Section  
Attention: Contract Officer  
2415 First Avenue, MS: E112  
Sacramento, CA 95818  
Fax: (916) 657-2387

#### **G. Required Documents**

- (1) The awarded contractor shall complete and submit the following documents to the DMV:

- a. Payee Data Record (STD 204): Indicates if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the DMV. This form can be found on the Internet at:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

- b. Contractor Certification Clauses: The contractor must sign and submit page one (1) of the Contractor Certification Clauses to the DMV which can be found on the Internet at:

<http://www.ols.dgs.ca.gov/standard+language/default.htm>

This document is only required if the bidder has not submitted this form to the DMV within the last three (3) years.

- c. Insurance Requirements: The contractor shall provide the DMV Contract Administrator with all of the following proofs of insurance throughout the term of the Agreement (**Note**: The State will not be responsible for any premiums or assessment on the contractor's insurance policies. Contractor agrees that the insurance provided shall be in effect at all times during the term of the contract. In the event said insurance coverage expires at any time(s) during the term of the contract, the contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.):

1. Commercial General Liability Insurance - Prior to approval of the contract, the contractor shall furnish to the DMV, a certificate of insurance stating that there is commercial general liability insurance presently in effect for the contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The certificate of insurance should not include a specific contract number.

The Commercial General Liability certificate of insurance will include the following provisions in their entirety:

- A. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
  - B. The State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
2. Automobile Liability Insurance - By signing the contract, the contractor certifies that the contractor and any of their employees or subcontractors using a vehicle in the performance of work under this contract possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time. The certificate of insurance should not include a specific contract number.
  3. Professional Liability Insurance - Prior to approval of the contract, the contractor shall furnish to the DMV, a certificate of insurance stating that there is

Professional Liability insurance presently in effect for the contractor and any subcontractors of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 in aggregate, including coverage for any errors and omissions caused by negligence in the performance of duties under the contract. By signing the contract, the contractor certifies that the carrier of any professional liability insurance required in the performance of this contract has knowledge of the contractor's and any subcontractor's extension of services to DMV. The certificate of insurance should not include a specific contract number.

4. Worker's Compensation Insurance - Prior to approval of the contract, the contractor shall furnish to the DMV, a certificate of insurance stating that there is Worker's Compensation insurance presently in effect if the contractor has employees. If the contractor uses employees to perform services under this contract, the contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract. Employer's liability limits of \$1,000,000 are required. If the contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the contractor must contact the DMV Contract Administrator to request a Workers' Compensation Exemption Certification Form. This form must be completed by the contractor and submitted to the DMV prior to final approval of the contract. The certificate of insurance should not include a specific contract number.

#### **H. Disposition of Proposals**

- (1) All proposals submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a contractor's response to this RFP, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a response from a contractor to this RFP shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, agreement, or evaluation of a response. Any disclosure of this subject by the contractor prior to the award is a basis for rejecting a contractor's response and ruling the contractor ineligible for a contract award.
- (2) RFP packages may be returned only at the contractor's expense, unless such expense is waived by the DMV.

#### **I. Standard Conditions of Service**

- (1) The awarded contractor shall receive a letter from DMV that advises the contractor on how to proceed along with a contract that has been prepared for the contractor's signature. The letter may request additional information or documentation before the contract can be fully executed. The contractor must return all required documents and the signed contract to DMV no later than twenty (20) calendar days from the date of the letter or the DMV may deem the potential contractor non-responsive and rescind the award.
- (2) Service shall be available on the expressed date set by the DMV and the contractor, after all approvals have been obtained and the contract is fully executed. Should the contractor fail to commence work at the agreed upon time, the DMV, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the DMV for the difference between the contractor's bid amount and the actual cost of performing work by the contractor that submitted the second highest scored proposal or by another contractor.

- (3) All performance under the contract shall be completed on or before the termination date of the contract.
- (4) The DMV does not accept alternate contract language from a prospective contractor. A contractor's response to this RFP with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at internet site: <http://www.ols.dgs.ca.gov/Standard+Language>
- (5) No oral understanding or agreement shall be binding on either party.

## 6. Preference Programs

Standard contract language for the following preference programs applicable to this RFP can be located at **(Note: Preference programs for TACPA, LAMBRA, EZA, or the non-small business subcontracting preference cannot displace a direct award to a certified small business):**

- A. Small Business Enterprise (SBE): Program info can be found at the following internet website:

[www.pd.dgs.ca.gov/smbus/sbcert.htm](http://www.pd.dgs.ca.gov/smbus/sbcert.htm)

- B. Target Area Contract Preference Act (TACPA): Program info can be found at the following internet websites:

[www.osp.dgs.ca.gov/tacpa/program.htm](http://www.osp.dgs.ca.gov/tacpa/program.htm)

<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

- C. Local Agency Military Base Recovery Area (LAMBRA) Act: Program info can be found at the following internet websites:

[www.osmb.dgs.ca.gov/labra/program.htm](http://www.osmb.dgs.ca.gov/labra/program.htm)

[www.documents.dgs.ca.gov/osp/pdf/std832.pdf](http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf)

- D. Enterprise Zone Act (EZA): Program info can be found at the following internet websites:

[www.osmb.dgs.ca.gov/eza/program/htm](http://www.osmb.dgs.ca.gov/eza/program/htm)

[www.documents.dgs.ca.gov/osp/pdf/std831.pdf](http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf)

**The remainder of this page is intentionally left blank.**

## 7. Required Attachments

### ATTACHMENT 1

#### BIDDER CHECKLIST

A complete proposal will consist of all items identified below.

Complete this check list to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the DMV. For your proposal to be responsive, submit all of the items identified in this Attachment.

| <u>Attachment #</u>                         | <u>Name/Description</u>                                                                                                                          |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Attachment 1       | Bidder Checklist                                                                                                                                 |
| <input type="checkbox"/> Attachment 2       | Bidder Certification Sheet                                                                                                                       |
| <input type="checkbox"/> Attachment 3B      | Cost Sheet                                                                                                                                       |
| <input type="checkbox"/> Attachment 4       | Payee Data Record                                                                                                                                |
| <input type="checkbox"/> Attachment 5       | Disabled Veteran Business Enterprise (DVBE) Participation Forms and Instructions<br><b>(DVBE compliance is required)</b>                         |
|                                             | <input type="checkbox"/> STD 840 Section A – Commitment                                                                                          |
|                                             | <input type="checkbox"/> STD 843 – Disabled Veteran Business Enterprise Declarations<br><b>(To be completed only by a DVBE prime contractor)</b> |
|                                             | <input type="checkbox"/> DVBE Subcontractor Agreement                                                                                            |
| <input type="checkbox"/> Attachment 6       | Bidder Declaration & Subcontractor/Supplier List                                                                                                 |
| <input type="checkbox"/> Attachment 7       | Darfur Contracting Act                                                                                                                           |
| <input type="checkbox"/> Technical Proposal | Includes all Technical Proposal items listed in <b>Section 5, REQUIREMENTS AND INFORMATION, C, (1) – (12)</b>                                    |

**ATTACHMENT 2****BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with an original signature. The bid must be transmitted in accordance with IFB instructions.

- A. Our bid is submitted as detailed in Attachment 2, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals. However, if this Agreement is exempt from DVBE requirements, DMV requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection**

| <b>BIDDER INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------|
| 1. COMPANY NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2. TELEPHONE NUMBER:                               | 3. FAX NUMBER:                          |
| 4. ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                         |
| 5. EMAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                         |
| <b>ORGANIZATION TYPE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |                                         |
| 6. <input type="checkbox"/> SOLE PROPRIETORSHIP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 7. <input type="checkbox"/> PARTNERSHIP            | 8. <input type="checkbox"/> CORPORATION |
| 9. FEDERAL EMPLOYER ID NUMBER (FEIN):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 10. CALIFORNIA CORPORATION NUMBER (If Applicable): |                                         |
| <b>LICENSES AND/OR CERTIFICATIONS (If Applicable)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                    |                                         |
| 11. CONTRACTORS LICENSE NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 12. PUC LICENSE NUMBER CAL-T:                      | 13. ADDITIONAL REQUIRED LICENSES/CERTS: |
| 14. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following:<br><br>A. SMALL BUSINESS ENTERPRISE? ( <input type="checkbox"/> YES* <input type="checkbox"/> NO) → *If "YES", enter certification number: _____<br><br>B. DISABLED VETERAN BUSINESS ENTERPRISE? ( <input type="checkbox"/> YES* <input type="checkbox"/> NO) → *If "YES", enter certification number: _____<br><br>C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____<br><br>* Provide proof of your certification via a printout from the DGS/OSDS BidSync website if either A or B above is checked "YES". |                                                    |                                         |
| <b>BIDDER'S AUTHORIZED REPRESENTATIVE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                         |
| 15. NAME (Print):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 16. TITLE:                                         |                                         |
| 17. SIGNATURE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 18. DATE:                                          |                                         |

### **COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET**

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

| Item Numbers          | Instructions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1, 2, 3, 4, 5</b>  | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>6</b>              | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.                                                                                                                                                                                                                                                                                                                                                         |
| <b>7</b>              | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.                                                                                                                                                                                                    |
| <b>8</b>              | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.                                                                                                                                                                                                                                                                      |
| <b>9</b>              | Enter your Federal Employer Identification Number (FEIN)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>10</b>             | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>11</b>             | Complete if your firm holds a California contractors license. This information will used to verify possession of a contractor's license for public works agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>12</b>             | Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>13</b>             | Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>14</b>             | If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). |
| <b>15, 16, 17, 18</b> | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## ATTACHMENT 3A

### COST SHEET INSTRUCTIONS

Please use the following instructions for completing the Cost Sheet in Attachment 3B. The Cost Sheet will be evaluated based on cost competitiveness. The mark-up percentages and hourly rates provided by the proposer in the Cost Sheet will be incorporated into the Agreement with the successful proposer.

The advertising mark-up rates and public relations (hourly) rates proposed will apply to the contract term and the one (1) year option to extend, and will not be renegotiated.

The proposal must be submitted for the entire activity described herein. The State does not accept alternative contract language from prospective contractors. Proposals with such language will be considered a counter proposal and will be rejected. Additionally, a proposal may be rejected if the proposal shows any alterations of form, additions not called for, a conditioned or incomplete proposal, or erasures and/or irregularities of any kind. **The DMV shall not reimburse the Contractor for travel and per diem costs.**

#### **1. Advertising Costs**

DMV's intent is to have advertising agency compensation calculated on the basis of net cost plus mark-up percentage rather than gross commission or other fees. Therefore, the proposer must provide mark-up rates for media production and placement in the Cost Sheet. The proposer shall include all television, radio, print, outdoor, internet, and alternative media. The DMV expects the Contractor to put forth its best efforts to obtain the best possible price for all media. The total mark-up for media shall not exceed the Contractor's mark-up provided in the contract. For example, if a media buying service is used by the Contractor, the DMV must be presented with the net cost of the advertising without any built-in commission, before the contracted mark-up rate is applied. The DMV will not pay mark-up on commission and will not pay "hidden" commissions. Mark-up will be applied to the net cost of the advertising. The following formula demonstrates how this is calculated using a sample mark-up rate of 10%:

| <b>EXAMPLE</b>                                                                                           |                   |
|----------------------------------------------------------------------------------------------------------|-------------------|
| Gross cost of media purchased by media buying service<br>(includes standard industry commission of 15%): | \$10,000.00       |
| Minus standard industry commission of 15%:                                                               | (\$1,500.00)      |
| Net cost on which the DMV will pay mark-up:                                                              | \$8,500.00        |
| Plus contractor's mark-up at 10%:                                                                        | \$850.00          |
| Total cost to the DMV for advertising (at equivalent of 10% commission):                                 | <b>\$9,350.00</b> |

The following represents DMV's best effort to anticipate specific advertising services that are likely to be required. All mark-up rates must account for the items listed in Section A that follows. The items listed in Section B that follows will be considered net costs with no mark-ups allowed.

#### **A. Items to be included in Mark-up are, but not limited to the following:**

- (1) Creative development of concepts including scripts and storyboards used for presenting to the DMV.
- (2) Ad substantiation.
- (3) Bid procurement and bid evaluation.
- (4) Project stewardship.

- (5) Media placement planning, analysis, and negotiation.
- (6) Media traffic management.
- (7) Strategy, marketing, and advertising plan development.
- (8) Market research, analysis, recommendations, and media evaluation including annual competitive analysis.
- (9) Account servicing including billing.
- (10) Administrative overhead.
- (11) Subcontractor coordination.
- (12) Other items required by the scope of work not specifically mentioned in these Cost Sheet instructions.

B. Items to be reimbursed at net cost (no mark-up or commission):

- (1) Shipping, messenger, postage, phone, and other communication costs.
- (2) Sales tax and other applicable taxes.
- (3) Duplicating, master storage, and other library costs.
- (4) Focus group testing of approved ads, including necessary animatics and storyboards.
- (5) Legal costs directly related to advertising review and clearance.
- (6) Talent payments including payroll tax, pension and insurance, handling, renewals, holding and use fees, and other fees required by union commercials contracts, excluding penalties that were not incurred as a result of the action or inaction of the DMV.
- (7) In-house production services provided directly to the DMV by the Contractor (DMV may periodically request three (3) bids to verify market rates of services provided in-house).

## 2. **Public Relations Costs**

The proposer shall provide an hourly rate for all of the following job titles/classifications (Note: DMV recognizes that job titles/classifications within a proposer's organization may vary from the job titles/classifications that follow. However, the proposer shall use the following job titles/classifications for this contract:

- Project Manager
- Project Supervisor
- Account Executive
- Creative Director
- Media Buyer
- Support Staff

If awarded the agreement, the proposer shall agree to commit the identified staff resources necessary to provide the any services requested by the DMV under the Agreement. The proposer will notify the DMV of any key personnel changes during the term of the Agreement.

## ATTACHMENT 3B

### COST SHEET

#### 1. **Advertising Costs**

The advertising mark-up rates identified below will be paid for the entire term of the Agreement (including the optional one (1) year extension) and will not be renegotiated.

**A. Production** ..... % Mark-Up **(10 Points Max)**

*This includes broadcast (television and radio), print (magazine, newspaper, and outdoor), and internet.*

**B. Media Buy** ..... % Mark-Up **(10 Points Max)**

*This includes all television, radio, print, outdoor, and internet placement. The proposer shall put forth its best effort to obtain the best possible cost per point for media.*

#### 2. **Public Relations Costs**

The public relations hourly rates identified below will be paid for the entire term of the Agreement (including the optional one (1) year extension) and will not be renegotiated. The hourly rates below must be inclusive of the proposer's and subcontractor's hourly rates.

**A. Project Manager** ..... \$ ..... Per Hour **(5 Points Max)**

**B. Project Supervisor** ..... \$ ..... Per Hour **(5 Points Max)**

**C. Account Executive** ..... \$ ..... Per Hour **(5 Points Max)**

**D. Creative Director** ..... \$ ..... Per Hour **(5 Points Max)**

**E. Media Buyer** ..... \$ ..... Per Hour **(5 Points Max)**

**F. Support Staff** ..... \$ ..... Per Hour **(5 Points Max)**

**I certify that I am empowered to submit this proposal on behalf of the Contractor.**

*(Note: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.)*

Company Name: \_\_\_\_\_

Authorized Bidder's Name: \_\_\_\_\_

Authorized Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                        |  |       |                                                                                             |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------|--|-------|---------------------------------------------------------------------------------------------|
| <b>1</b>                                                        | <b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.<br><b>NOTE:</b> Governmental entities, federal, state, and local (including school districts), are not required to submit this form. |  |                                                        |  |       |                                                                                             |
| <b>2</b>                                                        | PAYEE'S LEGAL BUSINESS NAME (Type or Print)<br><br>SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)<br><br>MAILING ADDRESS<br><br>CITY, STATE, ZIP CODE                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                        |  |       |                                                                                             |
| <b>3</b><br><br>PAYEE ENTITY TYPE<br><br><br>CHECK ONE BOX ONLY | ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):<br><br><input type="checkbox"/> PARTNERSHIP<br><br><input type="checkbox"/> ESTATE OR TRUST<br><br><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR<br>ENTER SOCIAL SECURITY NUMBER:<br><br>(SSN required by authority of California Revenue and Tax Code Section 18646)                                                                                                                                                                                                                                            |  |                                                        |  |       | <b>NOTE:</b><br>Payment will not be processed without an accompanying taxpayer I.D. number. |
| <b>4</b><br><br>PAYEE RESIDENCY TYPE                            | <input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.<br><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.<br><input type="checkbox"/> No services performed in California.<br><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.                                                                                                       |  |                                                        |  |       |                                                                                             |
| <b>5</b>                                                        | I hereby certify under penalty of perjury that the information provided on this document is true and correct.<br>Should my residency status change, I will promptly notify the State agency below.                                                                                                                                                                                                                                                                                                                                                                             |  |                                                        |  |       |                                                                                             |
|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) |  | TITLE |                                                                                             |
|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | SIGNATURE                                              |  | DATE  | TELEPHONE<br>( )                                                                            |
| <b>6</b>                                                        | Please return completed form to:<br><br><b>Department/Office:</b> Department of Motor Vehicles<br><br><b>Unit/Section:</b> Contracts Section<br><br><b>Mailing Address:</b> 2415 1 <sup>st</sup> Avenue, F-112<br><br><b>City/State/ZIP:</b> Sacramento, CA 95818<br><br><b>Telephone:</b> (916) 657-7771 <b>Fax:</b> (916) 657-2387                                                                                                                                                                                                                                           |  |                                                        |  |       |                                                                                             |

PAYEE DATA RECORD STD. 204 (REV. 6-2003) (PAGE 2)

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                              |                |                                                                              |                                      |                |                                                             |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------|--------------------------------------|----------------|-------------------------------------------------------------|
| 1                                            | <p><b>REQUIREMENT TO COMPLETE PAYEE DATA RECORD, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                              |                |                                                                              |                                      |                |                                                             |
| 2                                            | <p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                              |                |                                                                              |                                      |                |                                                             |
| 3                                            | <p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                              |                |                                                                              |                                      |                |                                                             |
| 4                                            | <p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table> | Withholding Services and Compliance Section:                                 | 1-888-792-4900 | E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a> | For hearing impaired with TDD, call: | 1-800-822-6268 | Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a> |
| Withholding Services and Compliance Section: | 1-888-792-4900                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a> |                |                                                                              |                                      |                |                                                             |
| For hearing impaired with TDD, call:         | 1-800-822-6268                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>                  |                |                                                                              |                                      |                |                                                             |
| 5                                            | <p>Provide the name, title, signature, and phone number of the preparer of this form, as well as the date the form was completed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                              |                |                                                                              |                                      |                |                                                             |
| 6                                            | <p>This section must be completed by the State agency requesting the STD. 204.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                              |                |                                                                              |                                      |                |                                                             |
|                                              | <p style="text-align: center;"><b>PRIVACY STATEMENT</b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                              |                |                                                                              |                                      |                |                                                             |

## **ATTACHMENT 5**

### **CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

#### **AUTHORITY**

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in the Public Contract Code (PCC), Section 10115 et seq.; Military and Veterans Code, Section 999 et seq.; and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

#### **PLEASE READ ALL INSTRUCTIONS CAREFULLY**

These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting the goals. Bidders are responsible for thorough review and compliance with these instructions.

**The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.**

#### **A. INTRODUCTION**

The bidder must document the goals in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only DVBEs certified by the California Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS) who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are indicated under the Resources and Information section within this Attachment and in California Code of Regulations, Title 2, Section 1896.61(l). Bidders must verify each DVBE subcontractor's/supplier's certification with the DGS/OSDS to ensure DVBE eligibility.

#### **B. RESOURCES AND INFORMATION**

For assistance in preparing a responsive DVBE participation document, **please contact the awarding department's DVBE Advocate (Kevin Childers) at (916-657-8773) regarding this solicitation.** To locate certified DVBEs and obtain additional information regarding the DVBE program, please refer to the DGS/OSDS website at <http://www.pd.dgs.ca.gov/smbus> or contact the DGS/OSDS by telephone at **(916) 375-4940.**

#### **C. COMMERCIALLY USEFUL FUNCTION DEFINITION (CCR, Title 2, § 1896.61(l))**

The term "DVBE contractor, subcontractor, or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

- (1) The business concern is responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing, or supervising the work involved; and performing work that is normal for its business services and functions.

**AND**

- (2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

**D. COMMITMENT**

Commit to meet or exceed the DVBE participation requirement in this solicitation. Bidders must document the DVBE participation commitment by completing and submitting the attached STD 840 (Section A). Failure to complete and submit the STD 840 (Section A) as instructed may render your bid non-responsive.

The bidder must provide, at the time of bid submittal, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Certified DVBE bidder:**

- (1) Provide proof of your certified DVBE status with your bid via a printout from the DGS/OSDS BidSync website.
- (2) Fill out and submit the STD 843 with your bid.

**Non-DVBE bidder:**

- (1) Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- (2) Document DVBE participation on the STD 840 (Section A) and submit the completed STD 840 document with your bid.
- (3) Provide proof of DVBE certification for each DVBE identified on the STD 840 with your bid via a printout from the DGS/OSDS BidSync website.
- (4) Bidder shall submit proof of their commitment by submitting a completed DVBE Subcontractor Agreement (provided in this Attachment) for each DVBE identified in their bid. This Agreement can be faxed to the selected DVBE(s) within the timeframe identified in the Invitation For Bid package. Failure to submit the DVBE Subcontractor Agreement as specified may be grounds for bid rejection.

**E. REPLACEMENT OF DVBE SUBCONTRACTOR(S)**

Bidder understands and agrees that should award of the Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid, per Military & Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the contractor's bid and approved DVBE substitutions will be documented via a contract amendment.

Failure of contractor to seek a substitution and adhere to the DVBE participation level identified in their bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties outlined in Military & Veterans Code § 999.9, Public Contract Code § 10115.10, or Public Contract Code § 4110 (applies to public works only).

**F. DVBE PARTICIPATION REPORTING REQUIREMENTS**

Per Government Code 14841 and Military & Veterans Code § 99.5 (d), if for this Agreement, the Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such

other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount of each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**The remainder of this page is intentionally left blank.**

## STD 840 SECTION A - COMMITMENT

### Full information must be provided.

**For contract participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) will commit(s) to provide. If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers. During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

|                                                   |                                                                                                                                        |  |                                                                                                                     |                   |                       |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------|
| AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION | Date Contacted<br>/ /                                                                                                                  |  | DVBE Company Name (If you are the Prime and a DVBE, enter your name. Otherwise, enter the solicited subcontractor.) |                   |                       |
|                                                   | DVBE Contact Name & Reference #                                                                                                        |  | Telephone Number<br>( )                                                                                             | Fax Number<br>( ) | E-mail (if available) |
|                                                   | Street Address, City, State and Zip Code                                                                                               |  |                                                                                                                     |                   |                       |
|                                                   | <input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b> |  |                                                                                                                     |                   |                       |
|                                                   | Specific Goods and/or Services                                                                                                         |  |                                                                                                                     | Percentage (%)    |                       |
|                                                   |                                                                                                                                        |  |                                                                                                                     |                   |                       |
|                                                   | Date Contacted<br>/ /                                                                                                                  |  | DVBE Company Name                                                                                                   |                   |                       |
|                                                   | DVBE Contact Name                                                                                                                      |  | Telephone Number<br>( )                                                                                             | Fax Number<br>( ) | E-mail (if available) |
|                                                   | Street Address, City, State and Zip Code                                                                                               |  |                                                                                                                     |                   |                       |
|                                                   | <input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>           |  |                                                                                                                     |                   |                       |
| Specific Goods and/or Services                    |                                                                                                                                        |  | Percentage (%)                                                                                                      |                   |                       |
|                                                   |                                                                                                                                        |  |                                                                                                                     |                   |                       |

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION  
**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**  
STD. 843 (Rev. 5/2006)

**Note:** *To be completed only by a DVBE prime contractor submitting a bid for this project.*

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

---

**SECTION 1**

---

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCRPS Ref. Number: \_\_\_\_\_  
(For State Use Only)

---

**SECTION 2**

---

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

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

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

|                                             |                                          |                        |
|---------------------------------------------|------------------------------------------|------------------------|
| _____<br>(Printed Name of DV Owner/Manager) | _____<br>(Signature of DV Owner/Manager) | _____<br>(Date Signed) |
| _____<br>(Printed Name of DV Owner/Manager) | _____<br>(Signature of DV Owner/Manager) | _____<br>(Date Signed) |

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_

Address: \_\_\_\_\_

---

**SECTION 3**

---

**APPLIES TO ALL DVBE'S THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- [ ] Pursuant to Military and Veterans Code Section 999.2 9 ( c ), (d), and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and veteran Code Section 999 et seq.
- [ ] The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections ( c ) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections ( c ) and (g), will result in the DVBE being deemed an equipment broker.*

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

|                             |                      |                                   |
|-----------------------------|----------------------|-----------------------------------|
| _____<br>(Printed Name)     | _____<br>(Signature) | _____<br>(Date Signed)            |
| _____<br>(Address of Owner) | _____<br>(Telephone) | _____<br>(Tax ID Number of Owner) |

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

|                                       |                                    |                        |
|---------------------------------------|------------------------------------|------------------------|
| _____<br>(Printed Name of DV Manager) | _____<br>(Signature of DV Manager) | _____<br>(Date Signed) |
|---------------------------------------|------------------------------------|------------------------|

## **DVBE SUBCONTRACTOR AGREEMENT**

### **PART A: NAMED PARTIES**

This Agreement is entered into between Contractor: \_\_\_\_\_, hereinafter referred to as *Bidder*, and DVBE subcontractor: \_\_\_\_\_, hereinafter referred to as **Subcontractor**, on: \_\_\_\_\_ (Date), consisting of the following conditions:

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, Department of Motor Vehicles, hereinafter referred to as **DMV**. The DMV will enter into an Agreement (the primary agreement) with the Bidder **if** the Bidder is awarded the contract.
2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the DMV contract.
3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the primary agreement is awarded to the Bidder.

### **PART B:**

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each disabled veteran business enterprise subcontractor proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the DMV awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: \_\_\_\_\_
2. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor, commencing on \_\_\_\_/\_\_\_\_/\_\_\_\_ and completed by \_\_\_\_/\_\_\_\_/\_\_\_\_.
3. The rate and conditions of payment by the Bidder to the Subcontractor are:  
\_\_\_\_\_  
\_\_\_\_\_
4. The percentage of the entire primary contract to be awarded to the Subcontractor is: \_\_\_\_%.  
(Bidder must commit to using certified DVBE(s) for at least 3% of the bid amount.
5. DVBE scope of work and description of the services and/or goods to be performed/supplied by the Subcontractor:  
\_\_\_\_\_

(attach additional sheets if necessary)

This Agreement has been executed by the parties identified below:

|                                          |                    |                                          |                    |
|------------------------------------------|--------------------|------------------------------------------|--------------------|
| Bidder's Company Name                    |                    | Subcontractor's Company Name             |                    |
| By (Authorized Signature)                | Date Signed<br>/ / | By (Authorized Signature)                | Date Signed<br>/ / |
| Printed Name and Title of Person Signing |                    | Printed Name and Title of Person Signing |                    |

**DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST**

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

**ITEM**

- ☐ STD 840 Section A included with bid
- ☐ Attached completed DVBE Subcontractor Agreement (if applicable)
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for "Yes"
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE's participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS BidSync website

**The remainder of this page is intentionally left blank.**

## ATTACHMENT 6

### Bidder Declaration & Subcontractor/Supplier List

*(Must be completed or your bid may be deemed non-responsive)*

#### A. Prime Contractor Information

1. Identify your current California certification(s) (MB, SB, DVBE, or None) \_\_\_\_\_
2. Indicate the distinct element(s) of work your company will perform. Also indicate the percentage of the total bid price for the work and materials to be provided by your company. (**Note:** Do not include the percentage of the total bid price for subcontractors, including DVBE subcontractors.):

| Work To Be Performed and Materials To Be Provided | % Of Total Bid Price |
|---------------------------------------------------|----------------------|
|                                                   |                      |

**Note:** Bidders certified as MB, SB, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov). Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

#### B. Subcontractor/Supplier Information\*\*

1. Will subcontractors be used for this contract? ☐ Yes ☐ No
2. If you are not a certified small business, are you committing to subcontract at least twenty-five percent (25%) of your total bid price to one or more certified small businesses that will perform a commercially useful function? ☐ Yes\* ☐ No
3. List all subcontractors for this contract. Attach additional pages if necessary. (**Note:** For each subcontractor listed, bidder must provide all information requested in the table below.):

| Subcontractor's Name/Address/Phone Number | CA Certifications (SB/MB/DVBE/None) | License Type/Number (If Applicable) | Work To Be Performed and Materials To Be Provided | % Of Total Bid Price |
|-------------------------------------------|-------------------------------------|-------------------------------------|---------------------------------------------------|----------------------|
|                                           |                                     |                                     |                                                   |                      |
|                                           |                                     |                                     |                                                   |                      |

\* Non-small business bidders will be granted a five percent (5%) small business subcontractor bid preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid; and when the non-small business bidder has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its bid price with one or more small business(es); and has submitted a timely, responsive bid; and is determined to be a responsible bidder; and submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the percentage per subcontractor. (**Note:** Non-small business bidders claiming a small business subcontractor bid preference can not remove an award from a certified SB).

\*\* Per PCC Sections 4100 - 4108, prime contractors shall provide the name and address of each subcontractor who will perform work or labor or render service to the prime contractor in excess of one-half of one percent of the prime contractor's total bid. If a prime contractor fails to specify a subcontractor for any portion of work to be performed under the Agreement in excess of one-half of one percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion of work himself or herself, and shall perform that portion of work himself or herself, or be subject to penalty under the Subletting and Subcontracting Fair Practices Act.

## **ATTACHMENT 7**

### **DARFUR CONTRACTING ACT**

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

The Department of Motor Vehicles (DMV) will regard this certificate as valid for three years from the date of certification or until the Department learns that the bidder, vendor, or proposer has business or business operations outside the United States or becomes a scrutinized company for all agreements or transactions entered into between the bidder, vendor, or proposer and the DMV without requiring a new and individual certificate for each agreement or transaction.

To be eligible to submit a bid or proposal, please initial **one** of the following choices and fill in the appropriate box with the required information:

1.     \_\_\_\_\_     We do not currently have, and have not had within the previous three years, business activities  
          INITIALS     or other operations outside of the United States. We, the bidder, vendor, or proposer, will notify  
                          the department if and when we do business outside of the United States.  
  
                          **OR**
2.     \_\_\_\_\_     We are a scrutinized company as defined in Public Contract Code section 10476, but we have  
          INITIALS     received written permission from the Department of General Services (DGS) to submit a bid or  
                          proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission  
                          from DGS is included with our bid or proposal.

**COMPLETE THIS SECTION IF SELECTING #1 OR #2:**

|                                                                   |                    |
|-------------------------------------------------------------------|--------------------|
| Company/Vendor Name (Printed):                                    | Federal ID Number: |
| Printed Name and Title of Person Initialing (for Options 1 or 2): |                    |

3.     \_\_\_\_\_     **OR**  
          INITIALS     We currently have, or we have had within the previous three years, business activities or other  
                          operations outside of the United States, but we certify below that we are not a scrutinized  
                          company as defined in Public Contract Code section 10476. We, the bidder, vendor, or  
                          proposer, will notify the department if and when we become a scrutinized company.

**COMPLETE THIS SECTION IF SELECTING #3:**

### **CERTIFICATION FOR #3**

I, the official named below, CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

|                                           |                                      |
|-------------------------------------------|--------------------------------------|
| Proposer/Bidder Firm Name (Printed):      | Federal ID Number:                   |
| By (Authorized Signature):<br><b>X</b>    |                                      |
| Printed Name and Title of Person Signing: |                                      |
| Date Executed:                            | Executed in the County and State of: |

**NOTE:** A submitted bid or proposal for Contracts or Procurement will be disqualified unless it includes this form with either Paragraph #1 or #2 initialed or Paragraph #3 initialed and certified.

## SECTION F

STATE OF CALIFORNIA

### STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

AMENDMENT NUMBER

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

STATE AGENCY'S NAME

**Department of Motor Vehicles**

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is:

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

Exhibit A – Scope of Work

\_\_\_ Page(s)

Exhibit B – Budget Detail and Payment Provision

\_\_\_ Page(s)

\* Exhibit C – General Terms and Conditions

(Number)

(Dated)

Exhibit D – Special Terms and Conditions

\_\_\_ Page(s)

Exhibit E - Additional Provisions

**SAMPLE**  
*used when the contract exceeds \$10,000*

\* View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

| CONTRACTOR                                                                                                       |             | CALIFORNIA<br>Department of General Services<br>Use Only |
|------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------------------------|
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)                  |             |                                                          |
| BY (Authorized Signature)<br> | DATE SIGNED |                                                          |
| PRINTED NAME AND TITLE OF PERSON SIGNING                                                                         |             |                                                          |
| ADDRESS<br><br>..                                                                                                |             |                                                          |
| STATE OF CALIFORNIA                                                                                              |             |                                                          |
| AGENCY NAME<br><b>Department of Motor Vehicles</b>                                                               |             |                                                          |
| BY (Authorized Signature)<br> | DATE SIGNED |                                                          |
| PRINTED NAME AND TITLE OF PERSON SIGNING                                                                         |             |                                                          |
| ADDRESS<br><b>2415 First Avenue, Sacramento, CA 95818-2606</b>                                                   |             |                                                          |

**EXHIBIT A**

**SCOPE OF WORK**

1. The Contractor agrees to provide to the Department of Motor Vehicles (DMV) with communications, advertising, and public relations services necessary to assist the DMV in educating and informing California's diverse population about the services available through the DMV for the term of this Agreement.
2. The services shall be performed at the Contractor's place of business, except in the event the DMV Project Manager requests a meeting or presentation, which shall be performed at DMV Headquarters.
3. Prior to commencement of work on each project as directed by the DMV Project Manager, the Contractor shall submit a written Work Authorization to the DMV Project Manager for approval. The written Work Authorization shall include a description of work to be completed, names and titles of project participants, and all applicable advertising and public relations costs. The contractor shall not commence work on any project without prior written approval from the DMV Project Manager.
4. The Contractor shall be available to provide services at any time during normal DMV business hours (Monday through Friday between 8:00AM and 5:00PM).
5. The Project Managers during the term of this Agreement will be:

**DMV Project Manager**

Name: Michael Marando  
Phone: (916) 657-6437  
Fax: (916) 657-8282  
Email: mmarando@dmv.ca.gov

**Contractor Project Manager**

Name:  
Phone:  
Fax:  
Email:

6. The Contract Administrators for this Agreement will be:

**DMV Contract Administrator**  
**(TO BE COMPLETED BY DMV)**

Name: Corey Hollowell  
Address: 2415 First Avenue MS: E112  
Sacramento, CA 95818-2606  
Phone: (916) 657-1259  
Fax: (916) 657-2387  
Email: chollowell@dmv.ca.gov

**Contractor Contract Administrator**  
**(TO BE COMPLETED BY DMV)**

Name:  
Address:  
Phone:  
Fax:  
Email:

7. Detailed description of work to be performed.

**A. SUMMARY**

- (1) The Contractor shall provide communications (e.g. outreach, education, etc.), advertising, and public relations support for the following:
  - a. An expansion of the ongoing "Save Time, Go Online" campaign.
  - b. A new communications strategy and messaging campaign to enhance alternative service usage.

- c. A new campaign to educate the public about DMV's new look-and-feel driver license and identification card.
  - d. Other DMV issues and initiatives that periodically arise.
- (2) The Contractor shall develop a detailed comprehensive work plan for all communications, advertising, and public relations campaigns as directed by the DMV Project Manager. All work plans shall identify each major task, all necessary subtasks, the names of all Contractor personnel that will perform the tasks, a completion due date for each task, and a method of evaluation by which progress payments can be measured and payments made.
  - (3) The Contractor shall provide regular reporting and project tracking for all aspects of any service requested under this Agreement.
  - (4) The Contractor shall commit the required staff resources necessary to provide services as requested by the DMV under this Agreement.
  - (5) The Contractor shall obtain the best possible price for all media. The DMV reserves the right to require the Contractor to demonstrate that it has determined the best value.

**The remainder of this page is intentionally left blank.**

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISION****1. Invoice and Payment**

For services satisfactorily rendered in conformity with the work specified in Exhibit A based upon the Work Authorizations approved by the DMV Project Manager, and upon receipt and approval of both the invoice(s) and written progress report(s), the DMV agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates indicated in this paragraph below, on a monthly basis, in arrears. Invoices shall be detailed, identifying labor and costs, including Contractor personnel by name and classification, hourly rate of pay, and hours expended. The DMV shall not reimburse the Contractor for travel and per diem costs.

**Advertising Costs**

|    |            |            |           |
|----|------------|------------|-----------|
| A. | Production | <u>TBD</u> | % Mark-Up |
| B. | Media Buy  | <u>TBD</u> | % Mark-Up |

**Public Relations Costs**

|    |                    |               |          |
|----|--------------------|---------------|----------|
| A. | Project Manager    | \$ <u>TBD</u> | Per Hour |
| B. | Project Supervisor | \$ <u>TBD</u> | Per Hour |
| C. | Account Executive  | \$ <u>TBD</u> | Per Hour |
| E. | Creative Director  | \$ <u>TBD</u> | Per Hour |
| J. | Media Buyer        | \$ <u>TBD</u> | Per Hour |
| K. | Support Staff      | \$ <u>TBD</u> | Per Hour |

The DMV agrees to pay the Contractor progress payments, upon the receipt and approval of invoices for services satisfactorily rendered in conformity with the work specified in Exhibit A, based upon written progress reports submitted by the Contractor identifying specific stages of progress. In accordance with the requirements set forth in the Public Contract Code Section 10346, the DMV shall withhold an amount equal to not less than ten percent (10%) from the invoice. Retained monies shall be held by the DMV and released to the Contractor upon the DMV's determination that the Contractor has satisfactorily completed all terms and conditions of the Agreement. If the service consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

To ensure prompt payment, submit invoices to:

**Department of Motor Vehicles  
Attn: Michael Marando  
2415 First Avenue, MS: E122  
Sacramento, CA 95818-2606**

Invoices shall be submitted in triplicate and shall reference the Contract number, location of the office where services were provided, and your business name as shown on this Contract.

**2. Budget Contingency Clause**

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

## EXHIBIT B

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

Notwithstanding the paragraphs above, the DMV shall notify the Contractor in writing if contract services are to be stopped or suspended due to Budget Act funding deficiencies. The Contractor shall be entitled to payment for contract services authorized and rendered prior to the DMV's notification.

3. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in the California Prompt Payment Act, Government Code, Division 3.6, Part 3, Chapter 4.5 (Section 927 et seq.).

**The remainder of this page is intentionally left blank.**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

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

**The remainder of this page is intentionally left blank.**

## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

1. Commencement of Work - After the award and execution of this Contract, should the Contractor fail to commence work within five (5) working days after written notification of the start date, or suspend work for a period of five (5) continuous work days after work has begun, and these delays are not a result of conditions listed in the "Force Majeure" clause contained in the exhibit, the DMV may place the Contractor in default, unless there is written notification from the DMV Project Manager to the Contractor stating otherwise.

Should this occur, the DMV may terminate the contract for breach and assess \$500.00 as liquidated damages for administrative costs for rebidding the project. The Contractor shall not be considered for contract award on any future DMV contracts if the Contractor has any outstanding liquidated damage assessments.

In addition, the Contractor shall be liable to the DMV for the difference between the Contractor's bid price and the actual cost of performing the work by another contractor.

2. Incorporation by Reference - The DMV solicitation as well as all required documents and quotations submitted by the Contractor pursuant to and prior to execution of this Contract are incorporated by reference and made a part of this Contract. In the event of a conflict between the contract language and the language of any document(s) so incorporated, the contract language will prevail.
3. Force Majeure - The Contractor will not be liable for damages caused solely by any act of war, hostilities, civil war, insurrection, or by an unanticipated grave natural disaster or other act of God of an exceptional, inevitable, and irresistible character which could not have been prevented or avoided by the exercise of due care or foresight. When a delay occurs due to any of these unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the time or times of completion of this Contract may be extended for a period justified by the effect of such delay on the completion of the work.
4. Contractor Name Change - The Contractor shall provide a written notice to the DMV at least thirty (30) calendar days prior to any changes to the Contractor's current legal name. Upon receipt of required documentation, an amendment will be processed in accordance with the terms of this Contract. Failure to provide notice could impact invoice payment.
5. Workers' Compensation Exemption - If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the Contractor must contact the Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the Contractor and submitted to the DMV prior to final approval of this Contract.
6. Availability of Funds - This Contract is subject to any restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this Contract in any manner.
7. Termination - The DMV may terminate this Contract for any of the following reasons:
  - A. DMV may terminate this Contract and be relieved of any payments should the Contractor fail to perform the requirements of this Contract at the time and in the manner herein provided. In the event of such termination, the DMV may proceed with the work in any manner deemed proper by the DMV Project Manager. All costs to the DMV shall be deducted from any sum due the Contractor under this Contract, and the balance, if any, shall be paid to the Contractor upon demand.
  - B. The DMV reserves the right to terminate this Contract when such termination is in the best interest of the State. Such termination is subject to thirty (30) days written notice to the Contractor.
  - C. Any such termination shall be effected by delivery to the Contractor of a notice of termination

specifying whether termination is for default of the Contractor or for the convenience of the DMV, the extent to which performance of services under this Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the DMV Project Manager, the Contractor shall:

- (1) Stop work under this Contract on the date and to the extent specified in the notice of termination;

**OR**

- (2) Complete the work in process as directed by the DMV Project Manager.

8. State Holidays - The DMV observes the following holidays identified at website: <http://www.dpa.ca.gov/personnel-policies/holidays.htm>. Offices will be closed if any holiday falls on or is observed on a weekday, unless otherwise stated.

All DMV field offices will be closed three (3) days a month for mandatory furlough days. Furlough days will fall on the first, second, and third Friday of each month. It is anticipated that furloughs will run through June 2010. In the event that mandatory furlough days are changed, or furloughs are terminated prior to June 2010, DMV will notify the Contractor in writing

9. Right to Bar - The DMV reserves the right to bar any Contractor's employee from the work site.
10. Multiple Contractors - The DMV may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.
11. Subcontracting - The prime contractor, as well as any of their subcontractors, is required to be properly licensed for their scope of work performed under this Contract.

All persons engaged in work will be considered as employees of the prime contractor, including all subcontractors which must be approved by the DMV. The Contractor shall give personal attention to fulfillment of this Contract and shall keep the work under the Contractor's control. When any subcontractor fails to complete a portion of the work in a manner satisfactory to the DMV, the Contractor shall correct the defective work or materials at no additional expense to the DMV.

The DMV shall not entertain requests to arbitrate disputes among subcontractors or between the Contractor and subcontract(s) concerning responsibility of performing any part of the work. The prime Contractor is responsible for all work performed under this Contract.

12. Substitution of Subcontractors - The Contractor shall not substitute any subcontractor without prior written approval from the DMV Project Manager. The Contractor shall submit the names of each subcontractor to whom he/she proposes to subcontract out portions of the work.
13. Substitution of Contractor Personnel - The Contractor shall not substitute any Contractor personnel without prior written approval from the DMV Project Manager. If a substitution of the Contractor's Project Manager or Project Supervisor personnel is necessary, the Contractor shall notify the DMV Project Manager and submit a resume for the replacement personnel to the DMV Project Manager within five (5) business days of notification to the DMV. All proposed replacement personnel shall have the skills and experience that meet or exceed the skills of the personnel being replaced. The DMV Project Manager will approve or reject the replacement personnel before services continue to be rendered. In the event the DMV Project Manager rejects the Contractor's proposed replacement Project Manager or Project Supervisor, the Contractor shall continue to submit resumes to the DMV Project Manager until the DMV Project Manager approves such replacement. A failure to provide suitable replacement personnel, as determined solely by the DMV, shall constitute a breach of this Contract, and shall entitle the DMV, in its sole election, to pursue all of its available legal remedies. Any Contractor Project Manager or Project

Supervisor personnel changes during the term of this Agreement will require a written amendment to the Agreement prior to work authorization.

14. Contractor and Subcontractor Personnel Continuing Assignment - The DMV Project Manager reserves the right, in its sole discretion, to disapprove the continuing assignment of any contractor personnel or subcontractor provided to the DMV under this Agreement. If the DMV exercises this right, the Contractor must terminate the contractor personnel or subcontractor from the Agreement within three (3) days written notice by the DMV Project Manager, and shall provide qualified replacement personnel who meet the minimum requirements set forth in this Agreement within five (5) business days of the DMV exercising its rights in this paragraph. A failure to provide qualified replacement personnel as determined by the DMV within the specified period will constitute a breach of this Contract, and will entitle the DMV, in its sole election, to pursue all of its available legal remedies.
15. Rejection - Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with requirements of this Contract, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to the DMV Project Manager by the Contractor at no additional expense to the DMV. In the event the Contractor fails to take necessary steps to ensure future conformity with the requirements of this Contract, the DMV shall have the right to either (a) procure services required by the contract and charge to the Contractor and/or (b) terminate this Contract.
16. Jurisdiction and Venue - Any civil action that arises out of or relates to this Contract shall be brought in a court of competent jurisdiction of the State of California.
17. Dispute - Any dispute of fact arising under the terms of this Contract which is not resolved within a reasonable period of time as defined by the DMV Contract Administrator, shall be brought to the attention of the Chief Executive Officer (or designative representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Contract.

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## EXHIBIT E

### ADDITIONAL PROVISIONS

1. Insurance Requirements - The Contractor shall provide the DMV Contract Administrator with all of the following proofs of insurance throughout the term of this Agreement (**Note:** The State will not be responsible for any premiums or assessment on the Contractor's insurance policies. The Contractor agrees that the insurance provided shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time(s) during the term of this Contract, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the DMV may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.):

- A. Commercial General Liability Insurance - Prior to approval of this Contract, the Contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Commercial General Liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The certificate of insurance should not include a specific contract number.

The Commercial General Liability certificate of insurance will include the following provisions in their entirety:

- (1) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- (2) The State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

- B. Automobile Liability Insurance - By signing this Contract, the Contractor certifies that the Contractor and any of their employees or subcontractors using a vehicle in the performance of work under this Contract possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The DMV reserves the right to request proof at any time. The certificate of insurance should not include a specific contract number.

- C. Professional Liability Insurance - Prior to approval of this Contract, the Contractor shall furnish to the DMV, a certificate of insurance stating that there is Professional Liability insurance presently in effect for the Contractor and any subcontractors of not less than \$1,000,000.00 per occurrence, \$3,000,000.00 in aggregate, including coverage for any errors and omissions caused by negligence in the performance of duties under this Contract. By signing this contract, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Contract has knowledge of the Contractor's and any subcontractor's extension of services to the DMV. The certificate of insurance should not include a specific contract number.

- D. Worker's Compensation Insurance - Prior to approval of this Contract, the Contractor shall furnish to the DMV, a certificate of insurance stating that there is Worker's Compensation insurance presently in effect if the Contractor has employees. If the Contractor uses employees to perform services under this Contract, the Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required. If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the Contractor must contact the DMV Contract Administrator to request a Workers' Compensation Exemption Certification Form. This form must be completed by the Contractor and

submitted to the DMV prior to final approval of the Contract. The certificate of insurance should not include a specific contract number.

2. Standards of Conduct - The Contractor shall be responsible for maintaining a satisfactory standard of employee competency, appearance, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.
3. Contractor's Performance Evaluation - In accordance with the provisions of Public Contract Code Sections 10367 and 10369 the Contractor's performance under this Contract will be evaluated. The evaluation will be prepared within sixty (60) days after completion of this Contract. The DMV will prepare the evaluation on Contract/Contractor Evaluation, STD 4. If the performance was unsatisfactory, a copy of the completed contract evaluation will be sent to the Department of General Services, Office of Legal Services. DMV will notify and send a copy of the completed evaluation to the Contractor who shall then have thirty (30) days in which to prepare and send statements to DGS and the DMV defending the firm's performance under this Contract. The evaluation and Contractor response shall not be public record.
4. Resumes - The Contractor shall provide the DMV with resumes for both the Project Manager and Project Supervisor whom the DMV has determined will exercise the major administrative role or major policy or consultant role in the performance of this Agreement.
5. Follow-on Agreements - No person, firm, or subsidiary that has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Persons, firms, or subsidiaries who subcontract for no more than ten percent (10%) of the total amount of the original consulting contract are exempt from compliance with this provision. These restrictions shall not apply to any person, firm, or subsidiary that is awarded a subcontract of a consulting services contract that amounts to more than ten percent (10%) of the total monetary value of the consulting services contract. Therefore, any consultant that contracts with the DMV to develop a feasibility study or provide formal recommendations for the acquisition of electronic data processing products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.
6. Information Access Security and Clearance - The Contractor will not capture or retain any information acquired under the provision of this Contract for any purpose other than those of this Contract. The DMV will send the Information Security and Disclosure Statement (Firm) to the awarded Contractor. The Contractor will require its employees performing duties under this Contract to sign the Information Security and Disclosure Statement Public/Private Partnerships (Employee). The Contractor will keep the EMPLOYEE'S' statements current as new personnel are hired. The Contractor will store the statements at a secure location and inform the DMV of this location and of any change in the location. The Contractor's employees will renew their statements annually.

The DMV will provide the Contractor with a copy of its information security incident guide, "Handling and Reporting Information Security Incidents", DMV 145. The Contractor will become familiar with the procedures for recognizing and reporting an information security incident as it applies to work performed under this Contract. The Contractor will make the guide available to the firm's employees and inform them that they should become familiar with the procedures for recognizing and reporting an information security incident as it applies to their work for the DMV under this Contract. The Contractor will report incidents to the DMV Project Manager.

7. Security Clearance - The DMV may perform a background check and security clearance on contracted employees working under this Contract. For this reason, the employee's name must be entered on the Information Access Security and Disclosure Statement (Employee). These records will remain in the company file and their confidentiality will be ensured by the Contractor. Based on this background check and security clearance, at the DMV's discretion, any potential employee who is considered a security risk

may not under any circumstances participate in this Contract. The Contractor will ensure that such employees will have no contact (physical, visual, or electronic) with DMV equipment, data, documents, or information.

If the DMV Project Manager receives an unsuitable report on any employee after processing security clearance, or if it is found a prospective employee is unsuitable or unfit for the Contractor's assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under this Contract. The DMV shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for employees. The DMV may, as it deems appropriate, authorize and grant temporary clearance to the employees of the Contractor. However, the granting of temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result of the condition, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the DMV.

8. Travel and Per Diem - DMV shall not reimburse the Contractor for travel and per diem costs.
9. Consultant Report - The Contractor shall include in any document or written report prepared in whole or in part by it under the terms of this Contract, the Contract number and the dollar amount of each contract and each subcontract relating to the preparation of the document or written report (GC 7550).
10. Consultant Contractor's Rights and Obligations - The Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service contractor are applicable to this Contract.
11. Ownership of Intellectual Property - All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract, shall become the sole property of the DMV. Upon request, the Contractor shall provide an acknowledgement or assignment in a tangible form satisfactory to the DMV to evidence the DMV's sole ownership of specifically identified intellectual property created or developed in the performance of this Contract. This is restricted to include only the data supplied by the California DMV, and the analyses, reports, papers, and documents produced for the California DMV.
12. Identification Badge - All contracted personnel routinely working at the DMV facility will be issued an identification badge allowing access to those areas of the facilities in which they will perform their assigned tasks. Badges remain the property of the DMV and must be surrendered when the contracted employee is reassigned, dismissed or terminates employment with the Contractor. All lost or stolen badges will be reported to the DMV Project Manager immediately. The replacement fee is ten dollars (\$10.00), and shall be at the Contractor's expense. The Contractor must supply the DMV Project Manager with the names of personnel working in or on any DMV property. If any changes in personnel are made, the DMV Project Manager shall be notified prior to the change.
13. Replacement of Disabled Veteran Business Enterprise Subcontractor(s) - Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid offer, per Military Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE Subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid and approved DVBE substitutions will be documented by contract amendment.

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

14. Small Business and Disabled Veteran Business Enterprise Participation Reporting Requirements – Per Government Code 14841 and Military & Veterans Code § 99.5 (d), if for this Agreement, the Contractor made a commitment to achieve Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount of each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of SB and or DVBE participation achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
15. Contract Term - The term of this Agreement shall be for a period of twelve (12) months with an option to extend for an additional twelve (12) months for a total of twenty-four (24) months. The option to extend for additional periods rests solely with the DMV and will be accomplished by a contract amendment should the DMV exercise this option. The advertising mark-up rates and public relations (hourly) rates provided by the contractor in their original proposal will apply to the contract term and the one (1) year option to extend, and will not be renegotiated. In the event the contract is amended to increase the amount, Contractor will be required to comply with the Department's DVBE participation requirements for the amended amount.

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