



**SMUD**

SACRAMENTO MUNICIPAL UTILITY DISTRICT  
The Power To Do More.<sup>SM</sup>

*P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)*

Prepared By

SUPPLY CHAIN SERVICES

\* \* \*

REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,  
PROPOSAL FORMS, CONTRACT FORMS, AND  
SCOPE OF SERVICES

**REQUEST FOR PROPOSAL NO. 100054.MF**

**MARKETING COMMUNICATIONS AGENCY SERVICES**

\* \* \*

**PRE PROPOSAL CONFERENCE**

**Tuesday**

**March 2, 2010**

**2:30 PM**

\* \* \*

Proposals are due at **5:00 P. M.**, Local Time, **Tuesday, March 16, 2010**, in the Supply Chain Services Office at 6201 S Street, Sacramento, California

## PROPOSAL NO. 100054.MF

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## 1. REQUEST FOR PROPOSALS

### NO. 100054.MF

The Sacramento Municipal Utility District, hereinafter referred to as “SMUD”, is soliciting proposals for **MARKETING COMMUNICATIONS AGENCY SERVICES**.

This Request for Proposal provides instructions to contractors for submitting proposals and establishes terms and conditions under which SMUD will contract for such services.

Proposals responding to this Request for Proposal will be due at **5:00 P. M.**, Local Time, **Tuesday, March 16, 2010** in the Supply Chain Services Office at SMUD at 6201 S Street, Sacramento, California.

All proposals must strictly conform to the requirements described in this Request for Proposal.

### **PROPOSERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:**

#### **ENVIRONMENTAL PROCUREMENT:**

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

#### **SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:**

SMUD is committed to achieving full and equal contracting opportunities for ratepayers doing business with SMUD and has adopted the program described in this solicitation to help fulfill that commitment.

**SAFETY PROGRAM REQUIREMENT:**

The personal safety and health of the general public, SMUD employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, SMUD employees, and Contractor employees and to prevent damage to SMUD buildings, equipment, or materials while performing this contract.

**SACRAMENTO MUNICIPAL UTILITY DISTRICT**

By: "Signed/Oscar Santos"\_\_\_\_\_

Name: Oscar Santos

Title: Sr Procurement Professional

Date: February 23, 2010

## 2. SCOPE OF SERVICES

### 2.1. GENERAL:

The Proposer shall provide all labor, material, and equipment required to perform the Service described as: **MARKETING COMMUNICATIONS AGENCY SERVICES**.

### 2.2. BACKGROUND INFORMATION:

The Sacramento Municipal Utility District (SMUD) is a publicly owned electric utility with a seven member Board of Directors. Current customer base includes 513,666 residential customers and 64,675 commercial customers.

### 2.3. SCOPE OF SERVICES:

SMUD is soliciting proposals from qualified marketing communications agencies to potentially develop, execute, and/or manage one or more elements of a comprehensive marketing/communications plan on an as-needed basis for SMUD's Communications, Marketing & Community Relations Department. Scope of services may include some or all of the following: copywriting and/or graphic design for print ads, brochures, direct mail, web banner ads and web page design. It may also include scriptwriting and production of radio commercials. The Agency will work directly with SMUD Marketing Specialists and adhere to all SMUD branding guidelines, messaging and approval processes. SMUD has the option to award a two-year contract to one or multiple Agencies with the aggregate amount not-to-exceed \$499,000.

### 2.4. WORK LOCATIONS:

The Agency will conduct meetings with the Marketing Specialists at SMUD upon request. All other work will be conducted at Agency's location. All shipping, delivery and approval items (if not e-mailed) to be delivered to 6301 S Street, Sacramento, CA.

### 2.5. OWNERSHIP OF DOCUMENTS:

All existing documents are proprietary and remain the property of SMUD. All Agency produced product whether complete or incomplete is the property of SMUD.

### 2.6. INSTRUCTIONS FOR COMPLETING THIS REQUEST FOR PROPOSAL:

- Please carefully read the Minimum Mandatory Requirements (Section 2.7) and respond with the following statement on Item 6.7.1, Evaluation Criteria 1 in the Detailed Proposal (Section 6.7): "Yes, we are able to meet the Minimum Mandatory Requirements as specified in this Scope of Services." Otherwise, clearly state: "No, we are not able to meet the Minimum Mandatory Requirements as specified in this Scope of Services." Please note that inability to adhere to the minimum mandatory requirements will result in

disqualifying such Proposer. The contract(s) will be awarded to Proposers who meet the minimum mandatory requirements.

- Please respond to each item in the Detailed Proposal (Section 6.7). Please label and number your responses to match the labels and numbering system used within this Request for Proposal. Please provide responses in the order of request.
- When submitting your responses to questions under the Detailed Proposal (Section 6.7), please answer each question completely and thoroughly.

**2.7. MINIMUM MANDATORY REQUIREMENTS:**

The Agency declares:

1. They are a full service marketing/communications firm and execute all marketing services, outlined in Section 2.3 Scope of Services (with the possible exception of radio production and photography) by in-house staff.
2. All staff working on SMUD projects have a minimum of five years of experience in the field related to the SMUD project they are working on.

### 3. INSTRUCTIONS TO PROPOSERS

#### 3.1. TIME AND MANNER OF SUBMISSION

The Proposal shall be submitted to and received by SMUD's Supply Chain Services office no later than **5:00 P. M.**, Local Time, **Tuesday, March 16, 2010**.

Proposals must be enclosed in a sealed envelope and addressed as follows:

**By Mail:**

Sacramento Municipal Utility District  
Supply Chain Services Office:  
Attention: Melvin Fong (MS B204)  
Request for Proposal No. **100054.MF**  
PO Box 15830  
6201 S Street  
Sacramento, CA 95852-1830

**By Overnight/Hand Delivery:**

Sacramento Municipal Utility District  
Supply Chain Services Office  
Attention: Melvin Fong (MS B204)  
Request for Proposal No. **100054.MF**  
6201 S Street  
Sacramento, CA 95817-1899

The proposal-mailing envelope must be clearly marked as a proposal responding to SMUD Request for Proposal No. **100054.MF**; **ATTENTION: MELVIN FONG**. The envelope shall also show the Contractor's name and address.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by SMUD, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

All proposals submitted become the property of SMUD.

#### 3.2. EXPLANATIONS TO PROPOSERS

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send SMUD a written request for interpretation, clarification, or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by SMUD. Replies to such inquiries will be made only in the form of addenda to this Request for Proposal, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from SMUD. Verbal requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

| Contact      | CONTRACTUAL    | TECHNICAL      | SUPPLIER DIVERSITY |
|--------------|----------------|----------------|--------------------|
| Contact Name | Melvin Fong    | Amy Furlong    | Frank Martinez     |
| Phone number | (916) 732-6532 | (916) 732-5113 | (916) 732-5604     |
| FAX number   | (916) 732-5601 | (916) 732-5601 | (916) 732-5601     |

SMUD will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

### 3.3. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only by a written or telecopy request received by SMUD prior to the Request for Proposal due date.

### 3.4. REVISIONS AND SUPPLEMENTS

- 3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.
- 3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer's Proposal.

### 3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the work. SMUD assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

### 3.6. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for **2:30 PM, Tuesday, March 2, 2010** at SMUD's [Supply Chain Services' Office located at 6201 S Street, Sacramento, California.](#)

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

To find the conference registration link on our website, follow these steps:

- Visit [www.bids.smud.org](http://www.bids.smud.org)

- Logon
- Click “Browse and View Solicitations”
- Click “Search For Solicitations”
- Use the search tools to find your solicitation.
- Click the solicitation’s link.
- Click the “Register to attend” button.

Proposers can also participate in the Pre-Proposal Conference via Teleconference Call. To participate in the teleconference, dial the following Toll Free Number: **888-309-5169**. Proposers must also enter the following Participant Passcode when directed: **8386417**. Be sure to register that you will attend the Pre-Proposal Conference either in person or via Teleconference.

### **3.7. PROPOSAL EVALUATION AND SELECTION PROCESS**

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

SMUD may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on SMUD's review of the proposals received, a short listed group of Proposers may be selected. The short listed firms may be required to make verbal presentations of their qualification to SMUD. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of SMUD to accept it.

The right is reserved, as the interest of SMUD may require, to reject any or all proposals and to waive any irregularity in the proposals received.

SMUD will furnish all Proposers a written Notice of Proposed Contract Award after evaluating all proposals. After receipt of such Notice of Proposed Contract Award, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest SMUD’s selection, the protest must be submitted in writing to SMUD’s Manager, General Services, within five (5) business days of the Notice of Proposed Contract Award. SMUD’s Contract Award and Protest Policy is available upon written request to the Supply Chain Services Department.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to SMUD the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. SMUD will not issue the Notice to Proceed until SMUD has received all the above-required documents.

### **3.8. NON EXCLUSIVE AGREEMENT**

This Request for Proposal does NOT establish an exclusive arrangement between SMUD and the Proposer. SMUD reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposal.
- The right to request proposals from other contractors for work described in the Request for Proposal without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

### **3.9. DURATION OF CONTRACT**

This contract shall be for approximately a two year period, subject to approval by SMUD's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

SMUD prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of SMUD's Board of Directors. The **2011** Calendar year Budget will be presented to the Board of Directors for approval in December, **2010** and subsequent calendar year budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

### **3.10. QUALIFICATIONS OF PROPOSERS**

SMUD expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

### **3.11. PROPOSAL PREPARATION COSTS**

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to SMUD.

### **3.12. ALTERNATE PROPOSALS**

Proposals shall meet the requirements and conform to the format described in the Proposal Requirements section of this Request for Proposal. However, Proposers are encouraged to submit alternate proposals in addition to the base proposal, when they consider the alternative to be technically better or more cost effective. The alternate proposal should be submitted as an amendment to the base proposal package.

### **3.13. CONFLICTS**

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern,

followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

### **3.14. BID SCHEDULE**

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Request for Proposal.

### **3.15. MANNER AND TIME OF PAYMENT**

Billing shall be submitted in accordance with the above referenced provision of the Sample Contract section of this Request For Proposal. Proposer will also be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

### **3.16. SUBCONTRACTORS**

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Proposal forms section of this Request For Proposal.

### **3.17. FRANCHISE TAX FORM 590**

The Proposer to whom the contract award is made shall furnish SMUD with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

### **3.18. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA**

Proposers are advised that the California Public Records Act (the “Act”, Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask SMUD to withhold as exempt under the Act. Any information contained in a Proposer’s submission which the Proposer believes qualifies for exemption from public disclosure as “proprietary” or “confidential” must be identified as such at the time of first submission of the Proposer’s response to this RFP. A failure to identify information contained in a Proposer’s submission to this RFP as “proprietary” or “confidential” shall constitute a waiver of Proposer’s right to object to the release of such information upon request under the Act. SMUD favors full and open disclosure of all such records. SMUD will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

### 3.19. CONTRACT

SMUD's standard contract is included in the Sample Contract section of this Request for Proposal. SMUD may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

### 3.20. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

#### 3.20.1 POLICY STATEMENT

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

#### 3.20.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of SMUD's Supplier Education & Economic Development Program is included in this Request for Proposal. Proposers must comply with all the requirements specified in the program description and complete the form titled, ["Designation of Prime Contractor, Subcontractors, and Suppliers"](#).

### 3.21. ENVIRONMENTAL PROCUREMENT

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

### 3.22. SAFETY PROGRAM

All Proposers shall execute and submit with their Proposal the form titled, ["Safety Compliance Certificate"](#). Submittal of this completed form will certify that the Proposer has:

- 3.22.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;

3.22.2 Proposer agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Proposer's Injury and Illness Prevention Program.

## **4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM**

### **4.1. INTRODUCTION**

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

### **4.2. OVERVIEW**

SMUD's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

### **4.3. PROGRAM GOALS AND INCENTIVES**

SMUD promotes a goal of 20% SEED participation in SMUD contracts. To achieve this, SMUD has established the following program incentives:

- 4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by SMUD. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.
- 4.3.2 RFP SEED Evaluation Points-(if applicable) Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100-point scale. Ten evaluation points are awarded to SEED qualified prime Proposers. Non- SEED prime Proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. SMUD currently promotes a goal of 20% SEED subcontracting.
- 4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is

capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

- 4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full-calculated price advantage available to SEED prime bidders.
- 4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Proposers must submit SMUD's "Designation of Prime, Subcontractors, and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Proposers are responsible for completing a SEED Program Qualification form for each SEED-qualified vendor listed.
- 4.3.7 "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors, and Suppliers Form", who will perform specific tasks of the contracted work. For SMUD construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other SMUD contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a SMUD solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors, and Suppliers" form in the proposal. SMUD, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.
- 4.3.9 Substitution of any subcontractor requires prior written approval from SMUD. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, SMUD, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

#### **4.4. SEED PROGRAM QUALIFICATION**

- 4.4.1 Vendors must meet both of the following qualifications to participate in the SEED Program:
- 4.4.2 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by SMUD. Vendors must be

certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.

- 4.4.3 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. This will be based on the physical address of the business as recorded by the Department of General Services in its Small Business certification record. As a general rule this will be the address shown on the DGS Small Business certificate. SMUD will make a qualification determination where the address shown on the Small Business certificate is a post office box, other mail receiving only address or a leased facility where utilities are included in the lease agreement.

#### **4.5. CONTRACT COMPLIANCE**

SMUD may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. SMUD may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

#### **4.6. FALSIFICATION OF INFORMATION**

Falsification of information on the forms required by this solicitation may cause SMUD to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with SMUD in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with SMUD for a period of not less than one year and not more than five years unless SMUD's General Manager determines that the offending firm should be permanently barred from bidding on a SMUD contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts SMUD's intended benefits to SEED participation. SMUD may seek all legal remedies available under the law against such Proposers.

#### **4.7. ADDITIONAL INFORMATION**

SMUD's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular SMUD business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5604. In addition, SMUD publishes current procurement opportunities and program information on its Internet website at [www.bids.SMUD.org](http://www.bids.SMUD.org).

## 5. PROPOSAL EVALUATION CRITERIA

**PROPOSAL EVALUATION CRITERIA:** The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting. If applicable the price will be adjusted for evaluation purposes in accordance with the SEED Program price advantages described in Section 4 of this document.

| Item | Criteria Description                                                  | Weighting   |
|------|-----------------------------------------------------------------------|-------------|
| 1.   | Ability to meet Minimum Mandatory Requirements***                     | Pass/Fail   |
| 2.   | SEED Program Evaluation Points                                        | 10%         |
| 3.   | Proposer's Experience and Qualifications                              | 50%         |
| 4.   | Commercial Terms (Price)*and Compliance with SMUD Contractual Terms** | 40%         |
|      | <b>Total</b>                                                          | <b>100%</b> |

\*\*\* Proposal must achieve a Passing score on Evaluation Criteria 1 above to be declared responsible.

\* More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by SMUD to be unfair or unreasonable, SMUD reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

\*\* Non-compliance may result in SMUD's rejection of a Proposer's proposal.

## 6. PROPOSAL REQUIREMENTS

TO FACILITATE SMUD'S PROPOSAL REVIEW PROCESS, IT IS REQUIRED THAT EACH PROPOSAL CONTAINS ALL OF THE INFORMATION WITHIN THIS SECTION AND IS ORGANIZED IN THE SEQUENCE THAT THE ITEMS APPEAR IN THIS SECTION.

THE PROPOSER SHALL SUBMIT Four (4) copies OF THE PROPOSAL IN HARD COPY.

SEE THE TABLE OF CONTENTS FOR A LISTING OF THE CONTENTS WITHIN THIS SECTION.

PROPOSALS SHALL BE PRINTED ONE-SIDED, 8-1/2 X 11" SIZE AND EASILY REMOVABLE FROM ANY BINDING -- E.G. no glued or spiral binding.

SMUD will provide an electronic copy of the Proposal Forms in MS Word 7.0 (or newer) which contains fill-in fields. The document is labeled *RFP Proposal Fill-in Forms*. Proposers may use the Forms provided to submit Proposals. Please provide responses to all questions in the block (fill-in fields) following every question. The fill-in fields will expand to accommodate your answer. Pictures, charts and graphs may also be inserted into the fill-in fields or may be attached as a separate documents if necessary

Note: The content of the *RFP Proposal Fill-in Forms* is identical to that posted in Adobe format on the EBSS Web site. Page numbering may vary when complete as a result of the fill-in-fields.

**6.1. PROPOSAL AGREEMENT NO. 100054.MF**

PROPOSAL AGREEMENT: In compliance with Request for Proposal No. **100054.MF**, **MARKETING COMMUNICATIONS AGENCY SERVICES**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Bid Schedule attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Bid Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are proposal forms pages 6-3 through 6-8, the Detailed Proposal and the Bid Schedule.

**PROPOSER:**

|                        |               |             |
|------------------------|---------------|-------------|
| <b>Company:</b>        |               |             |
| <b>Street Address:</b> |               |             |
| <b>City:</b>           | <b>State:</b> | <b>Zip:</b> |
| <b>Signed:</b>         |               |             |
| <b>Print Name:</b>     |               |             |
| <b>Title:</b>          |               |             |
| <b>Telephone:</b>      | <b>Fax:</b>   |             |
| <b>Email:</b>          | <b>Date:</b>  |             |

**6.2. SAFETY COMPLIANCE CERTIFICATE**

I, \_\_\_\_\_ the undersigned,

\_\_\_\_\_  
(Print Company Representative Name)

of

\_\_\_\_\_  
(Print Company Representative Title)

hereby certify the

\_\_\_\_\_  
(Print Company Name)

information contained herein and that undersigned is duly authorized to certify the that:

A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

B. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

|                    |
|--------------------|
| <b>Signed:</b>     |
| <b>Print Name:</b> |
| <b>Date:</b>       |

**6.3. NONCOLLUSION STATEMENT****TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

I, \_\_\_\_\_ am the  
\_\_\_\_\_  
(Print Company Representative Name)

\_\_\_\_\_ of  
\_\_\_\_\_  
(Print Company Representative Title)

\_\_\_\_\_ the party making the  
\_\_\_\_\_  
(Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

|                    |
|--------------------|
| <b>Signed:</b>     |
| <b>Print Name:</b> |
| <b>Title:</b>      |

**6.4. PROMPT PAYMENT PROGRAM**

SMUD has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, SMUD will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later.

If SMUD fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

☐ YES   ☐ NO

**PROPOSER:**

|                    |
|--------------------|
| <b>Company:</b>    |
| <b>Signed:</b>     |
| <b>Print Name:</b> |

**6.5. SEED PROGRAM SMALL BUSINESS DECLARATION**

Complete this form to apply for SEED Program consideration. To qualify for the SEED Program, a firm must have a current certification as a Small Business from the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the principal office\* listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

**To expedite the verification process:**

**1) Submit a copy of the most recent SMUD statement for the principal office shown on your DGS Small Business application**

**OR**

**2) \_\_\_\_\_ If the firm leases its principal space from a property management company or a landlord and the SMUD utilities are included in the lease, please initial in the blank space provided above and attach a copy of the current lease showing the dates of occupancy, principal office of property and signatures of both parties**

**AND**

**Submit a copy of the current Small Business certification notice from the California Department of General Services.**

|                            |
|----------------------------|
| <b>Proposed SEED firm:</b> |
| <b>Contact Name:</b>       |
| <b>Title:</b>              |
| <b>Phone Number:</b>       |

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business by the California Department of General Services.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

|                    |
|--------------------|
| <b>Signed:</b>     |
| <b>Print Name:</b> |
| <b>Title:</b>      |
| <b>Date:</b>       |

If you or one of your proposed subcontractors is not certified by DGS and would like to become certified for future contracting opportunities, please refer to <http://www.smud.org/suppliers/supplier/seed.html> or contact SMUD Supplier Diversity at (916) 732-5623 or email [SEEDmgr@smud.org](mailto:SEEDmgr@smud.org).

**\*Principal office** means where the business is headquartered and conducts the management and operations of the business.

## 6.6. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

### (TO BE COMPLETE BY ALL BIDDERS/PROPOSERS)

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

SEED Program - The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED PROGRAM SMALL BUSINESS DECLARATION.

|    | <b>Firm<br/>(Name and Address)</b>                                                                                                                                           | <b>Work,<br/>Material or<br/>Service<br/>(Provide Brief<br/>Description)</b> | <b>Supplier<br/>Diversity/SEED<br/>Program Status</b>                                 | <b>Percent (%)<br/>(Of Total<br/>Proposal<br/>Price)</b> | <b>Dollar<br/>Amount<br/>(Of This<br/>Firm's Work,<br/>Material or<br/>Service)</b> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1. | <b>PROPOSER/PRIME CONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____ | _____                                                                        | <b>SEED<br/>Qualified</b><br>Yes <input type="checkbox"/> No <input type="checkbox"/> | _____ %<br><b>of Total<br/>Proposal</b>                  | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b>                                 |
| 2. | <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____             | _____                                                                        | <b>SEED<br/>Qualified</b><br>Yes <input type="checkbox"/> No <input type="checkbox"/> | _____ %<br><b>of Total<br/>Proposal</b>                  | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b>                                 |
| 3. | <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____             | _____                                                                        | <b>SEED<br/>Qualified</b><br>Yes <input type="checkbox"/> No <input type="checkbox"/> | _____ %<br><b>of Total<br/>Proposal</b>                  | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b>                                 |
| 4. | <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____             | _____                                                                        | <b>SEED<br/>Qualified</b><br>Yes <input type="checkbox"/> No <input type="checkbox"/> | _____ %<br><b>of Total<br/>Proposal</b>                  | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b>                                 |

**DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS**

(Continuation Page ; may be duplicated as needed)

|                                                                                                                                                                  |       |                                                                                                      |                                        |                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------|
| <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____ | _____ | <b>SEED<br/>Qualified</b><br><b>Yes      No</b><br><input type="checkbox"/> <input type="checkbox"/> | _____%<br><b>of Total<br/>Proposal</b> | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b> |
| <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____ | _____ | <b>SEED<br/>Qualified</b><br><b>Yes      No</b><br><input type="checkbox"/> <input type="checkbox"/> | _____%<br><b>of Total<br/>Proposal</b> | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b> |
| <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____ | _____ | <b>SEED<br/>Qualified</b><br><b>Yes      No</b><br><input type="checkbox"/> <input type="checkbox"/> | _____%<br><b>of Total<br/>Proposal</b> | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b> |
| <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____ | _____ | <b>SEED<br/>Qualified</b><br><b>Yes      No</b><br><input type="checkbox"/> <input type="checkbox"/> | _____%<br><b>of Total<br/>Proposal</b> | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b> |
| <b>SUBCONTRACTOR</b><br>Name _____<br>Address _____<br>City, State, Zip _____<br>Primary Contact _____<br>Phone # _____<br>License Number & Classification _____ | _____ | <b>SEED<br/>Qualified</b><br><b>Yes      No</b><br><input type="checkbox"/> <input type="checkbox"/> | _____%<br><b>of Total<br/>Proposal</b> | \$ _____<br><b>Amount of<br/>Total<br/>Proposal</b> |

**6.7. DETAILED PROPOSAL****6.7.1 Evaluation Criteria 1 Ability to meet Minimum Mandatory Requirements (Pass/Fail)**

The Minimum Mandatory Requirements (Section 2.7) states that the Agency declares:

1. They are a full service marketing/communications firm and will execute all marketing services, outlined in Section 2.3 Scope of Services (with the possible exception of radio production and photography) by in-house staff.
2. All staff working on SMUD projects will have a minimum of five years of experience in the field related to the SMUD project they will work on.

Please respond with the following statement: “Yes, we are able to meet the Minimum Mandatory Requirements as specified in the Scope of Services.” Otherwise, clearly state: “No, we are not able to meet the Minimum Mandatory Requirements as specified in the Scope of Services.”

**Response:**

**6.7.2 Evaluation Criteria 2 SEED Program Evaluation Points (10%)**

Ten evaluation points will be awarded to SEED qualified prime Proposers. Non-SEED prime Proposers will receive up to ten evaluation points on a pro-rata basis for proposing at least 20% subcontracting which utilizes SEED subcontractors. Details are in the Supplier Education & Economic Development section of this document.

**6.7.3 Evaluation Criteria 3 Proposer's Experience and Qualifications (50%)**

Special consideration will be given to those Agencies that have experience with utilities, ‘Green’ marketing, as well as multi-ethnic marketing experience.

**A portfolio or samples of like marketing projects completed within the past five years must be submitted with proposal. Please include three (3) sets for SMUD’s evaluation purposes (CDs are an acceptable format).**

- A. Provide a description of Proposer’s experience as it relates to projects that involved copywriting and graphic design for print ads, brochures, web banner ads and direct mail pieces. Provide samples, dates completed and names of staff that did this work.

**Response:**

- B. Provide a description of the Proposer's experience as it relates to projects that involved scriptwriting and production of radio commercials. Provide samples, dates completed and names of staff that did this work.

**Response:**

- C. Provide a description of the Proposer's experience as it relates to projects that involved the design and implementation of Internet materials including web pages and advertisements. Desired platforms include flash, flash video, html. Desired experience also includes the ability to work with Java Script, CSS, Windows Media Video (.wmv) and Quicktime (.mov). Provide samples for each, dates completed and names of staff that did this work.

**Response:**

- D. Provide a list of at least 5 former clients who received your services for some of the work described in A-C above. This listing shall include names of client representatives and their phone numbers.

**Response:**

- E. Provide your corporate organization chart and your proposed SMUD project organization chart. In addition, provide brief resumes for key individuals (such as Account Manager, Copywriter, Graphic Designer, etc.) on the proposed SMUD project organization chart. The resumes shall include as a minimum the following information:

- Name
- Position
- Experience Summary (highlight information related to the scope of this Request for Proposal)
- Educational Background

**Response:**

**6.7.4 Evaluation Criteria 4 Commercial Terms (Price) and Compliance with SMUD's Contractual Terms (40%)**

- A. This section includes the cost information contained in the Bid Schedule section of this Request for Proposal.
- B. The Proposer shall note all exceptions taken to this Request for Proposal including the contract terms and conditions of the contract included in the Sample Contract section of this Request for Proposal. SMUD reserves the right to reject any proposal based on noncompliance with the attached contract terms and conditions.

**Response:**

**6.8. BID SCHEDULE****RFP No. 100054.MF**

In accordance with this Request for Proposal, the Proposer agrees to provide the services described in the Scope of Services, at the rates shown in this Schedule.

The quantities shown below are approximate only and being given as a basis for the comparison of proposals. SMUD does not, expressly, or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown, or to omit portions of said work, as may be deemed advisable by SMUD. Payment will be made on the basis of quantities actually performed.

SMUD has the option to award a two-year contract to one or multiple agencies with the aggregate amount not-to-exceed \$499,000.

| ITEM NO. | DESCRIPTION                                                                                                                                                                        | EST. QTY | UNITS | UNIT PRICE | EXTENDED TOTAL |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|----------------|
| 1.       | Print Ad-Copywriting & Graphic Design-4-color ad with stock photography, design for 8"x10" but resize for various newspapers & magazines. Provide art files to SMUD for placement. | 20       | EA.   | \$         | \$             |
| 2.       | Brochure-Copywriting/Graphic Design - #10, 3-panel, 4c with stock photography. Provide art files to SMUD for placement.                                                            | 20       | EA.   | \$         | \$             |
| 3.       | Brochure-11"x17" folded, 4-panel, 4c with stock photography. Provide art files to SMUD for printing.                                                                               | 10       | EA.   | \$         | \$             |
| 4.       | Direct Mail – 1 page cover letter. Provide to SMUD or mail house.                                                                                                                  | 20       | EA.   | \$         | \$             |
| 5.       | Web banner ad – Provide art in multiple size formats to SMUD for placement.                                                                                                        | 40       | EA.   | \$         | \$             |
| 6.       | :30 Second Radio Spot – Script writing, talent, music & production – provide MP3 files.                                                                                            | 10       | EA.   | \$         | \$             |
| 7.       | :60 Second Radio Spot – Script writing, talent, music & production – provide MP3 files.                                                                                            | 10       | EA.   | \$         | \$             |

| ITEM NO. | DESCRIPTION                                                                                                                                                                                       | EST. QTY | UNITS | UNIT PRICE | EXTENDED TOTAL |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|------------|----------------|
| 8.       | Interactive flash piece for smud.org Web Page. Desired platforms include flash, flash video, html. Desired experience includes Java Script, CSS, Windows Media Video (.wmv) and Quicktime (.mov). | 4        | EA.   | \$         | \$             |
| 9.       | Studio Photography (half day shoot)                                                                                                                                                               | 10       | EA.   | \$         | \$             |
| 10.      | Studio Photography (full day shoot)                                                                                                                                                               | 2        | EA.   | \$         | \$             |
| 11.      | Location Photography (half day shoot)                                                                                                                                                             | 10       | EA.   | \$         | \$             |
| 12.      | Location Photography (full day shoot)                                                                                                                                                             | 2        | EA.   | \$         | \$             |
| 13.      | Account Manager (Travel costs inclusive in hourly rate).                                                                                                                                          | 600      | HR.   | \$         | \$             |
| 14.      | Copywriting (Travel costs inclusive in hourly rate).                                                                                                                                              | 300      | HR.   | \$         | \$             |
| 15.      | Graphic Design (Travel costs inclusive in hourly rate).                                                                                                                                           | 300      | HR.   | \$         | \$             |
| 16.      | TOTAL ITEMS 1 THRU 15                                                                                                                                                                             | N/A      | N/A   | N/A        | \$             |

**Note: SMUD's evaluations for award will include SEED Price Advantage calculations**

In case of discrepancy between the words and numbers of the bid price, the words shall govern. In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

**Labor Hour Billing Rates for Bid Items 13, 14, and 15**

- The labor-hour billing rate shall include the following:
- Direct payroll costs.
- Benefits and burdens (including insurance, payroll taxes, vacation, holidays, sick leave, etc.).
- All overhead costs.
- Profit.

**Rates for Travel for Bid Items 11 and 12**

- A. Mileage in Contractor's company car or personal vehicle shall be reimbursed at a rate not to exceed IRS Published Standard mileage rates.

<http://www.irs.gov/formspubs/article/0,,id=178004,00.html>

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by SMUD.

**PROPOSER:**

|                        |               |             |
|------------------------|---------------|-------------|
| <b>Company:</b>        |               |             |
| <b>Street Address:</b> |               |             |
| <b>City:</b>           | <b>State:</b> | <b>Zip:</b> |
| <b>Signed:</b>         |               |             |
| <b>Print Name:</b>     |               |             |
| <b>Title:</b>          |               |             |
| <b>Telephone:</b>      | <b>Fax:</b>   |             |
| <b>Email:</b>          | <b>Date:</b>  |             |

## 7. SAMPLE CONTRACT

**Note: The Sample Contract is attached as a separate document.**