

Solicitation BAR-10-06

Public Awareness and Education Campaign

State of California

Bid BAR-10-06 Public Awareness and Education Campaign

Bid Number **BAR-10-06**
 Bid Title **Public Awareness and Education Campaign**

 Bid Start Date **Sep 9, 2010 11:40:07 AM PDT**
 Bid End Date **Oct 21, 2010 3:00:00 PM PDT**
 Question & Answer End Date **Sep 30, 2010 5:00:00 PM PDT**

 Bid Contact **Celia Reyes**
AGPA
916-574-7295
celia_reyes@dca.ca.gov

 Contract Duration **1 year**
 Contract Renewal **2 annual renewals**
 Prices Good for **Not Applicable**

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Item Response Form

Item **BAR-10-06-1-01 - Public Awareness and Education Campaign**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **State of California**
DCA Bureau of Auto Repair - Sacramento
Headquarters
 10240 SYSTEMS PARKWAY
 SACRAMENTO CA 95827
 Qty 1

Description

The purpose of this Request for Proposal (RFP) is to solicit proposals from communications (e.g., outreach, education, etc.), advertising and public relations firms with the resources, experience and abilities to provide an array of communication services that will serve to educate and inform California's multicultural population about the services available through the Department of Consumer Affairs, Bureau of Automotive Repair.

Disabled Veteran Business Enterprise (DVBE) participation is required for this RFP.

Please refer to the attached RFP document for additional information.

STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
REQUEST FOR PROPOSAL (Secondary)
RFP No. BAR-10-06
Public Awareness and Education Campaign
Notice to Prospective Proposers

September 9, 2010

You are invited to review and respond to this Request for Proposal (RFP), entitled Public Awareness and Education Campaign, RFP No. BAR-10-06. In submitting your proposal, you must comply with the instructions found herein.

Disabled Veteran Business Enterprise (DVBE) participation is required for this RFP.

Note that all agreements 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 Internet site www.ols.dgs.ca.gov/Standard+Language/default.htm. 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 Consumer Affairs (DCA), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please contact:

Celia Reyes
Contract Administrator
Phone: (916) 574-7295
celia.reyes@dca.ca.gov

For questions regarding DVBE participation, please contact:

Kevin Aria
SB/DVBE Advocate and Liaison
(916) 574-7268
kevin.aria@dca.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.

Department of Consumer Affairs
Business Services Office – Contracts Unit
1625 North Market Blvd., Suite S-103
Sacramento, CA 95834
Fax: (916) 574-8658

TABLE OF CONTENTS

	Page
Section A – Purpose and Description of Services	3
1. Purpose	3
2. Background	3
3. Needs and Objectives	5
4. Scope of Funding and Contract Term	6
Section B – Minimum Qualifications for the Proposer	6
Section C – Proposal Requirements and Information	7
1. Time Schedule	7
2. Mandatory Letter of Intent	8
3. Written Questions	8
4. Technical Proposal Requirements	8
5. Cost Proposal	10
6. Submission of Proposal	11
7. Loss Leader	12
8. Evaluation and Selection Process	12
9. Sample Evaluations	14
a) Phase I Evaluation – Proposer Minimum Qualifications	15
b) Phase II Evaluation – Technical Proposal	16
c) Phase III Evaluation – Oral Presentations	21
d) Phase IV – Cost Proposal	22
10. Award and Protest	26
11. Disposition of Proposals	26
12. Agreement Execution and Performance	26
Section D – Preference Programs	27
Section E – Mandatory Programs	27
Section F – Required Attachments	28
Attachment 1 – Required Attachment Checklist	28
Attachment 2 – Proposal/Proposer Certification Sheet	29
Attachment 3 – Minimum Qualifications Statement	31
Attachment 4 – Technical Proposal	32
Attachment 5 – Work Plan	33
Attachment 6 – Cost Proposal (in separate envelope [1] original)	36
Attachment 7 – Disabled Veteran Business Enterprise Participation	39
Attachment 7A – DVBE Bidder Declaration	43
Attachment 8 – Darfur Contracting Act	45
Section G – Sample Standard Agreement (STD. 213)	46
Exhibit A – Scope of Work	47
Exhibit B – Budget Detail and Payment Provisions	48
Exhibit C – General Terms and Conditions	51
Exhibit D – Special Terms and Conditions	52
Exhibit E – Additional Terms and Conditions	53
Section H – Glossary	59

Section A – Purpose and Description of Services

1. Purpose

The Department of Consumer Affairs (DCA)/Bureau of Automotive Repair (BAR) is soliciting proposals from communications (e.g., social marketing, outreach, education, etc.), advertising, and public relations firms with the resources, experience and abilities to provide an array of communication services that will serve to educate and inform California's multicultural population about the services available through the DCA/BAR.

2. Background

a) Department of Consumer Affairs (DCA):

The Department of Consumer Affairs (DCA) is responsible for certifying, registering and licensing more than 2.5 million Californians and businesses in more than 200 professional and business categories. This includes, but is not limited to, accountants, architects, contractors, barbers, cosmetologists, dentists, embalmers, optometrists, pharmacists, medical physicians and veterinarians.

Under the authority of the Director, DCA's bureaus regulate specific occupations and services, which include the Smog Check and auto repair industries regulated by the Bureau of Automotive Repair (BAR). DCA funds its operations through license and registration fees. For more information about DCA, please visit the DCA Web site at www.dca.ca.gov.

b) Bureau of Automotive Repair (BAR):

The Bureau of Automotive Repair (BAR) was established in 1972 to protect consumers in the automotive repair marketplace. The Automotive Repair Act of 1971 mandates a statewide consumer protection program for the automotive repair industry.

Under Health and Safety Code Section 44070.5, DCA/BAR is required to develop and continuously maintain a public education program about the Smog Check Program. This mandate requires DCA/BAR to disseminate this information in a cost-effective manner using such media as paid advertising or public service announcements via television, newspaper and radio, as well as public relations and press outreach efforts and local grass roots community networks.

(i) General Auto Repair Consumer Protection

To protect consumers, DCA/BAR registers and regulates automotive repair dealers, accepts and mediates automotive repair complaints from consumers, and investigates and prosecutes violations of the Automotive Repair Act of 1971. In addition, DCA/BAR refers cases to law enforcement agencies for criminal prosecution when appropriate. DCA/BAR registers approximately 41,000 automotive repair facilities, licenses lamp and brake inspection stations, and addresses more than 28,000 written consumer complaints annually. For more information about DCA/BAR, please visit DCA/BAR's Web site at www.autorepair.ca.gov.

(ii) Smog Check Program

In addition to a general automotive repair consumer protection program, California became the 20th state to voluntarily implement a vehicle inspection and maintenance (Smog Check) program.

DCA/BAR is required to administer, maintain, and enforce the Smog Check Program, which licenses approximately 8,000 privately owned Smog Check stations and 15,000 Smog Check technicians. As amended in 1990, the federal Clean Air Act requires the State to develop an enhanced inspection and maintenance program for motor vehicles in areas classified as having "serious," "severe," or "extreme" ozone pollution levels based on federally established health standards for air pollution.

In 1994, the California Legislature passed several bills designed to meet the overall goals of the Clean Air Act. These bills formed the basis of California's enhanced Smog Check program. Among other things, California's Smog Check program identifies and directs high-polluting vehicles for testing at certain Smog Check stations referred to as "Test-Only" stations. These "Test-Only" stations may not repair vehicles. High-polluting vehicles are those that pollute at least two times the emissions allowed for a particular model. These vehicles account for 10% to 15% of all California vehicles, but create more than 50% of vehicular air pollution. Other Smog Check stations are licensed as "Test-and-Repair" (T&R) stations. These stations can inspect, repair and certify most vehicles. "Gold Shield" stations, a subset of T&R stations, have met specified performance criteria and are authorized to any certify a vehicle, including those directed to Test Only stations, and to repair any vehicle, including vehicles initially directed to or inspected at Test Only stations.

The ultimate purpose of the Smog Check program is to achieve federally mandated emissions reductions by identifying, then repairing, or removing, the highest-polluting vehicles from California's roadways.

Consumer Assistance Program:

Concerned that the Smog Check program would adversely impact a disproportionate number of low-income motorists, the Legislature passed Assembly Bill 57 (Chapter 804, Statutes of 1997). This law mandates that DCA/BAR create and implement a program that provides financial assistance to low-income motorists. DCA/BAR created and implemented the Consumer Assistance Program (CAP), which offers two (2) options to help California consumers whose vehicles fail their Smog Check inspections. These options not only aid consumers, but also help clean California's air by reducing vehicle emissions.

Repair Assistance Option

The repair assistance option is a program that provides financial assistance to eligible motorists whose annual household income is at a certain percentage of the Federal Poverty Guidelines. Motorists whose annual household income is at or below 225% of the Federal Poverty Guidelines are eligible. CAP pays up to \$500 per vehicle for emissions-related repairs of eligible vehicles. The eligible consumer must initially pay \$20 toward the repairs. Gold Shield stations provide state subsidized repair assistance via contract with DCA/BAR.

In 2000, the repair assistance option was further expanded to include those vehicles required to have their Smog Check inspections at Test-Only stations and which failed their inspections. Eligible consumers must pay the first \$100 toward diagnosis and/or emissions-related repairs before DCA/BAR makes its contribution of up to \$500.

Vehicle Retirement Program

In addition to the repair assistance option, CAP offers all qualified consumers the opportunity to voluntarily sell their vehicles to the State for retirement. Qualified consumers receive \$1,000, to take the vehicle permanently off the road. Eligible vehicles must be retired at one of the State's authorized dismantlers, which then crush it. In 2010 the Vehicle Retirement Program began accepting qualified vehicles regardless of whether or not they have failed a biennial Smog Check. Previously, a vehicle had to fail its biennial Smog Check in order to qualify for the Vehicle Retirement Program. Now, any vehicle can be retired for any reason, subject to certain ownership and operability requirements.

For more information on CAP, please visit the DCA/BAR Web site at www.autorepair.ca.gov and follow the CAP link that says "Information on BAR's Consumer Assistance Program: Repair Assistance and Vehicle Retirement Program."

(iii) Past Campaigns

DriveHealthy Campaign

In 2007, DCA/BAR began a new campaign called *DriveHealthy*. The campaign included many of the original elements of the Help California Breathe Easier, such as efforts to increase participation in DCA/BAR's Consumer Assistance Program. It also placed an added emphasis on steps consumers themselves could take to reduce emissions, increase their gas mileage, and save money.

DriveHealthy included a significant focus on advertising, both in mainstream and ethnic media, and in other non-traditional venues such as gasoline pump top placards, gasoline pump video messages, taco truck signage and wraps, and other such venues. Its outreach elements included participation in state and county fairs, as well as events specifically created for *DriveHealthy* at shopping malls and other venues where members of the public congregate.

For more information about the *DriveHealthy* campaign, please visit www.DriveHealthy.com.

3. Needs and Objectives

DCA/BAR wishes to obtain communications (e.g., outreach, education, etc.), advertising and public relations support for the Smog Check Program and DCA/BAR's general auto repair consumer protection mission. The services offered by the successful Proposer should include, but are not limited to, behavioral and social marketing, advertising, public relations and development of partnerships with private and public entities.

It is anticipated that, for the first year of the contract, most if not all of the advertising and public relations efforts will be in support of the expanded Vehicle Retirement Program, which now allows consumers to retire any vehicle for any reason, subject to certain ownership and operability requirements.

Future advertising and public awareness efforts may include:

General Auto Repair Consumer Protection

- Educate consumers about their rights and responsibilities when it comes to automotive repair.

Smog Check Program

- Help consumers comply with Smog Check program requirements.
- Encourage consumers to voluntarily retire their high polluting vehicles or to take advantage of the Repair Assistance Program.
- Remind consumers about the health effects of smog.
- Help consumers understand the steps they can take to keep their vehicles in good running order to help reduce pollution.

DCA/BAR seeks to maximize the value of the dollars it spends through the use, wherever possible, of cost-effective tactics for communicating its messages. Such tactics may include, but are not limited to, Public Service Announcements (PSAs), Non-Commercial Sustaining Announcements (NCSAs), partnerships with Community-Based Organizations (CBOs) and advertising in non-traditional media.

DCA/BAR is committed to ensuring its outreach and education efforts reach California's diverse ethnic/multicultural audiences. The successful Proposer will be expected to assist DCA/BAR in reaching out to a wide variety of ethnic/multicultural audiences.

4. Scope of Funding and Contract Term

a) Contract period and anticipated funding level:

The term of the resulting contract is expected to be for one year and is anticipated to be from January 1, 2011 through December 31, 2011. Upon a signed written agreement between DCA/BAR and the Contractor, the contract may be extended for up to two (2) one-year options for renewal, under the same terms and conditions of the original agreement. The funding for each contract period will be a maximum of \$4,000,000 (\$4 million). The maximum amount of this contract is \$12 million if all optional renewals are exercised. The rates for each one-year option will be locked in and will not be renegotiated.

It is anticipated that for each contract period, the majority of resources will be allocated for advertising, with the remainder allocated for public relations support activities. ***Both activities should include aggressive outreach to ethnic/multicultural audiences.***

The State reserves the right to not fund any of the specific proposals submitted in response to this RFP.

b) Availability of Funds:

Funding for each contract period is contingent on the continued availability of annual appropriations under the Budget Act. If the funding for this program for any fiscal year is reduced or deleted by the Budget Act, the State shall have the option to cancel this agreement with no liability occurring to the State.

Section B – Minimum Qualifications for the Proposer:

By following the instructions on the Statement of Minimum Qualifications (Attachment 3), the Proposer must certify that it meets the following minimum qualifications by the submission deadline:

1. Must be licensed to do business in California.
2. Must be a full-service advertising and/or public relations firm with media buying and public relations capabilities, either in-house or through subcontractors.

3. Must have at least \$1.5 million in gross billings from California offices for any 12 consecutive months within the last two years.
4. Must have an office within 60 miles of Sacramento.
5. Must have a minimum of five (5) years experience in providing similar advertising and public relations support services as described in this RFP.
6. Must have recent (within the last two years) experience in advertising and public relations support activities aimed at reaching diverse ethnic/multicultural audiences.
7. Must have recent (within the last two years) experience in developing communications and education partnerships with public and private entities.
8. Must have recent (within the last two years) experience in developing and managing a campaign for a government agency.
9. Must have demonstrated experience producing creative materials, including but not limited to television ads, radio ads, print ads, outdoor ads (billboards, etc.), and banner or Web content ads.
10. The individual who is assigned to supervise the project must have at least five (5) years of supervisory experience in conducting and overseeing advertising and public awareness campaigns.
11. The Proposer must demonstrate that there is no conflict of interest between existing client relationships and the ability to vigorously and fully represent DCA.

Section C – Proposal Requirements and Information:

DVBE participation is required for this RFP, details provided on page 39.

1. Time Schedule:

Time is of the essence. All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times. If the State finds it necessary to change any of these dates, it shall be accomplished via an addendum to this RFP. Any dates that follow the final date for proposal submission are only approximate and may be adjusted as conditions indicate without addendum to this RFP.

<u>Event:</u>	<u>Date:</u>	<u>Time:</u>
RFP Available to Prospective Proposers ¹	September 9, 2010	
Letter of Intent (Mandatory) Address: 1625 N. Market Blvd., Suite S-103 Sacramento, CA 95834 Attn: Celia Reyes, Contracts Unit Fax: (916) 574-8658 Email: celia.reyes@dca.ca.gov	September 23, 2010	4:00 p.m.
Written Question Submittal Deadline	September 30, 2010	5:00 p.m.
Response to Written Questions	October 7, 2010	
Final Date for Proposal Submission	October 21, 2010	3:00 p.m.
Evaluation Process Phase I and II	October 25-28, 2010	
Notification of Finalists for Phase III	October 29, 2010	
Evaluation Process Phase III (Oral Presentations)	November 8-10, 2010	
Notice of Intent to Award	November 17, 2010	

Location: 1625 N. Market Blvd.
 Sacramento, CA 95834
 First Floor Lobby

Last Day to Protest the Award

November 24, 2010

Tentative Agreement Start Date

January 1, 2011

¹ RFP is available to prospective Bidders via the **eProcurement System** webpage (formerly the California State Contracts Register) at <http://www.eprocure.dgs.ca.gov/default.htm>. Proposers must register with BidSync to receive addendums that may be issued, or for submittal of questions and to receive answers.

2. Mandatory Letter of Intent

- a) Prospective proposers that intend to submit a proposal are required to indicate their intention to submit a proposal. **Failure to submit the mandatory Letter of Intent by 4:00 p.m. on September 23, 2010 will result in proposal rejection.** The letter must state the potential proposer's name, address, contact information (including email address) and must be signed by a person authorized to bind the firm. It is the proposer's responsibility to ensure that the Letter of Intent reaches Celia Reyes no later than 4:00 p.m. on September 23, 2010.

3. Written Questions

Proposers may request clarification of the intent, content, or procedural matters regarding the RFP process or the Department's advertising and public awareness campaigns by **submitting written questions electronically via e-mail to celia.reyes@dca.ca.gov or via eProcurement at <http://www.bidsync.com>**. To ensure a response, questions must be received by the scheduled date and time given in Section C.1. Time Schedule. Inquiries received after the question submittal deadline will only be addressed at DCA's discretion. Question and answer sets will be provided to all proposers without identifying the submitters. **ALL QUESTIONS MUST BE SUBMITTED IN WRITING.**

4. Technical Proposal Requirements

Each Technical Proposal shall contain the following:

Technical Proposal Requirement Checklist	
a)	Cover Letter/Introduction (no more than 2 pages)
b)	Table of Contents, with information organized as presented in this checklist, and this format followed.
c)	Minimum Qualifications Statement Please see Attachment 3 for instructions in completing the Minimum Qualifications Statement.
d)	Business Operations

<p>i. Project Manager. Identify one individual on the Proposer’s account team who will manage the contract work and who has at least five (5) years of supervisory experience in conducting and overseeing advertising and public awareness campaigns. This person should be a supervising Senior Account Executive or equivalent. The selected Contractor shall not substitute the Project Manager without prior written approval from DCA/BAR. Use no more than one (1) page.</p>
<p>ii. Management Plan. Describe how the efforts of the assigned project and the staff assigned to it, including subcontractors, will be managed. 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 deliverables are timely and that the fiscal resources are managed responsibly. In addition, the Proposer must show methods of regularly reporting to DCA/BAR on the status of work projects and budget expenditures. Use no more than three (3) pages.</p>
<p>iii. Subcontractor(s). Identify proposed subcontractors for work that exceeds \$5,000. Document which portions of service shall be performed by subcontractors, their ability to perform the work, and the expected percentage of budget to be spent on subcontractor(s). Include resumes of subcontractor(s) key personnel. Do not exceed two pages per person. Each subcontractor shall be identified in the proposal and the proposed work to be performed by them shall be described. No markup of subcontractor(s) services will be allowed.</p> <p>The use of subcontractor(s) is subject to approval by the DCA/BAR. Therefore, not all work recommended by the Proposer will necessarily be approved and not all subcontractors listed in the proposal will necessarily be utilized. The Proposer must make it clear to any subcontractor(s) included in the proposal that even if the Proposer is selected, the subcontractors may not necessarily be utilized.</p>
<p>e) Portfolio</p>
<p>i. Background. Describe the organization’s experience in developing, managing and tracking advertising/public relations campaigns; managing California statewide media buying and producing marketing materials, services and activities. Note when the business was established, its firm size and structure (e.g., staffing in such as creative, advertising, public relations, etc.). 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. Use no more than four (4) pages.</p>

- ii. **Case Studies.** The Proposer shall submit three (3) case studies detailing experience in social, public policy, or issue campaigns. Narratives should include objectives, assumptions, and strategies, and should detail the research and work involved. Narratives should also be quantified in terms of outcome measures/results. The three case studies will be evaluated as a whole, and taken together, should demonstrate the Proposer's experience in:
- Developing and managing a campaign for a government agency;
 - Coordinating partnerships with community based organizations or government agencies;
 - Reaching multiple ethnic/multicultural audiences;
 - Developing and placing television, radio, print media, and multimedia advertising; and
 - Developing special events.
- Each narrative shall be no longer than four (4) pages.
- Representative collateral materials developed for each campaign should also be provided.

f) Work Plan

Please see Attachment 5 for instructions for completing the Work Plan.

5. Cost Proposal

The Proposer must include the Cost Proposal (Attachment 6).

The Cost Proposal shall not be completed in pencil. Only one copy of the Cost Proposal should be submitted. The Cost Proposal should be included only with the original proposal and should be in a separate, sealed envelope labeled "Cost Proposal." There shall be no erasures or corrections of any kind.

The proposal must be submitted for the entire activity described in Attachment 6, Cost Proposal. **The State does not accept alternate contract language from a prospective contractor. A Proposal 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.**

It is DCA/BAR's intent to have the bulk of advertising agency compensation calculated on the basis of the net cost plus mark-up percentage rather than gross commission or other fees. Therefore, the proposer must complete Attachment 6 indicating mark-up rates for media production and placement, which we anticipate will represent most of DCA/BAR's expenditure. These rates shall be provided as a mark-up percentage that will be applied directly to the net cost, rather than a commission. For example, 17.65% is the mark-up rate equivalent of a 15% commission and 11.11% is the mark-up rate equivalent of a 10% commission. See Attachment 6 for more information.

The advertising mark-up rates and the public relations hourly rates proposed in the Cost Proposal will apply to the entire contract term including the two one-year options for renewal, and will not be renegotiated.

***Please note: The funding allocation for each contract period is contingent on the amount appropriated in the State's Budget Acts. The proposed allocated dollar amount may be altered during the State's budgetary process.**

6. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) Due to limited storage space, DCA/BAR will not accept any proposals that are bound other than as loose-leaf. Additionally, proposals may not be submitted in fancy packaging.
- c) **All proposals must be submitted in a sealed envelope and delivered to Celia Reyes by October 21, 2010 at 3:00 pm at the address below.** Proposals received in the DCA Contracts Unit after this date and time will not be considered. It is DCA's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, proposers are ultimately responsible for ensuring timely receipt of their proposal. Proposers may verify receipt of their proposal by contacting Celia Reyes at (916) 574-7295 or email at celia.reyes@dca.ca.gov. Proposals must be delivered to the following address:

Department of Consumer Affairs
Contracts Unit
1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834
Attention: Celia Reyes

This address applies to both US Postal Service Deliveries AND Hand Deliveries (UPS; Express Mail; Federal Express).

- d) One (1) original, five (5) copies, and one (1) electronic copy on a CD ROM of the proposal must be submitted. Only one (1) copy of creative samples must be submitted and must be included with the original proposal.
- e) The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal copies may contain photocopies of the original package.
- f) The Cost Proposal shall be included only with the original proposal, and must be in a separate, sealed envelope labeled "Cost Proposal."
- g) The sealed proposal envelopes/packages must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

RFP # BAR-10-06
Firm's Name
Firm's Address

"DO NOT OPEN"

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

- h) All proposals shall include the documents identified on the Required Attachment Checklist (Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-

responsive. **A non-responsive proposal is one that does not meet the basic proposal requirements.**

- i) No Proposer-initiated contact will be allowed between Proposers and members of the Evaluation Panel, or DCA/BAR staff, after issuance of this solicitation document, with the exception of the contact person named.
- j) **A proposal may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. DCA/BAR may reject any or all proposals and may waive any immaterial deviation in a proposal. DCA/BAR's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.**
- k) Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibilities of the Proposer and shall not be charged to the Department.
- l) An individual who is authorized to contractually bind the proposing firm shall sign the Attachment 2, Proposal/Proposer Certification Sheet (page 29). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A Proposer may modify a proposal, after its submission, by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an agent authorized, through the contact person named in Section I above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.
- o) The Department may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum to all parties that received a proposal package.
- p) The Department reserves the right to reject all proposals.
- q) Proposers are cautioned to not rely on the Department during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- r) 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 Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason for believing that collusion exists among the Proposers, none of the participants of such collusion will be considered in this or future procurements.
- s) DCA does not accept alternate agreement language from a prospective contractor. A proposal with such language shall be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- t) No oral understanding or agreement shall be binding on either party.

7. Loss Leader

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.

8. Evaluation and Selection Process

- a) At the time of the proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

- b) Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsive proposal.
- d) Proposal Evaluation
 - i. Proposals will be scored by an Evaluation Panel which will, through consensus, arrive at a single score for each of the evaluation criteria.
 - ii. For each criterion, Proposers must obtain at least 50% of the points available in order for the proposal to be considered responsive. For example, if a criterion has a value of twelve (12) points, a score of six (6) or more must be received. A score of less than six (6) will render the proposal non-responsive.
 - iii. For each criterion, scores above the minimum (half the number of available points) will reflect the degree to which the Evaluation Panel determines that the response has addressed the criteria. Minimum points shall be awarded to a response that meets the criteria. Full points shall be awarded when the response meets the criteria and exceeds expectations and/or addresses the criteria in an exceptional manner demonstrating a complete understanding of the subject matter. Scores between the minimum and the maximum may be awarded by the Evaluation Panel.

Phase I – Proposer Minimum Qualifications – Pass/Fail

Proposers must complete Minimum Qualifications Statement (Attachment 3). This phase will be scored on a pass/fail basis. Failure to complete Attachment 3 shall result in the immediate rejection of a proposal. ***The DCA reserves the right to request documentation and/or proof from the Proposer that the items in Attachment 3 are true and correct before a contract is awarded.***

Phase II – Technical Proposal –220 Points

Proposals that met the minimum qualifications in Phase I will enter into Phase II.

Proposals will be evaluated and scored according to the criteria. A minimum of 50% of the available points in each rating/scoring criteria must be achieved and a minimum total overall score of 170 points must be achieved in this phase for the proposal to be considered responsive. The criteria for evaluating the proposals are on pages 16-20, below.

Phase III – Oral Presentations – 60 Points

Proposers obtaining at least 170 points in Phase II will enter Phase III.

The Project Manager must be the key presenter, and may include other personnel, if desired. Finalists will present to the evaluation committee the details of the campaign strategies from the work plan.

Finalists shall develop an oral presentation based on the Work Plan in Attachment 5. The oral presentation should last no more than 60 minutes. A written outline of the oral presentation, not more than five (5) pages, may be provided at the time of the presentation.

The criteria for evaluating the oral presentations are on page 21, below.

Phase IV – Cost Proposal – 120 Points

Proposers obtaining at least 40 points in Phase III will enter Phase IV.

The criteria for evaluating the Cost Proposals are on pages 22-24 below.

Final Scoring

Scores from Phase II, Phase III and Phase IV will be added together and sub-totaled. Applicable Preference Points (SBE, TACPA, EZA and LAMBRA) will be awarded in accordance with state policies, along with DVBE Incentive points. The Preference Points and DVBE Incentive Points will then be added to the subtotal of the scores from Phase II, Phase III and Phase IV, resulting in a Final Score. The Proposer with the highest Final Score will be awarded the contract.

In the event of a precise tie between the highest scored proposal of a certified small business or microbusiness and the highest scored proposal of a certified DVBE, or microbusiness, the contract must be awarded to the DVBE or the microbusiness (GC § 14838 (f)). A tie between a responsive certified small business and responsive non-small business, the contract shall be awarded to the small business for the amount of its bid. All other tie bids shall be decided by a coin toss, observed by witnesses with the affected bidders being invited to the event.

The DCA reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received.

9. Sample Evaluations

Sample evaluation forms are below, on pages 15 through 25.

SAMPLE

FOR DEPARTMENT USE ONLY

Bid/Proposal: _____

Date: _____

Phase I Evaluation - Proposer Minimum Qualifications (Pass/Fail)

Proposer must receive a score of "Pass" for the requirement listed below in order for the proposal to be considered responsive and move onto Phase II.

Requirement	Pass / Fail?
1. Has the Proposer completed the Minimum Qualifications Statement (Attachment 3)?	

O'Dwyer's
odwyerpr.com

SAMPLE

FOR DEPARTMENT USE ONLY

Bid/Proposal: _____

Date: _____

Phase II Evaluation – Technical Proposal (0-220 Points)

1) Business Operations – (0-28 Points)	Maximum Possible Score	Consensus Score
a) Project Manager. Does the Proposer identify one individual on the Proposer’s account team who will manage the contract work and who has at least five (5) years supervisory experience in conducting and overseeing advertising and public awareness campaigns?	10	
b) Management Plan. Does the Proposer’s Management Plan describe how the project and the staff assigned to it, including subcontractors, will be managed? Does the Proposer provide descriptions of internal fiscal, accounting and quality controls, schedules, and budget monitoring procedures which will be used to ensure that all deliverables are timely and that the fiscal resources are managed responsibly? Does the Proposer show regular and frequent reporting to DCA/BAR?	10	
c) Subcontractors. Does the Proposer identify proposed subcontractors for work that will exceed \$5,000? Does the Proposer document which portions of service shall be performed by subcontractor(s), subcontractor(s) ability to perform the work, and the expected percentage of budget to be spent on subcontractor(s)? Are resumes of subcontractor(s) key personnel included?	8	
Score for Business Operations	28	

Phase II Evaluation – Technical Proposal (0-220 Points)

Continued

SAMPLE

2) Portfolio – (0-80 Points)	Maximum Possible Score	Consensus Score
a) Background.		
i. Does the Proposer describe the organization's experience in developing, managing and tracking advertising/public relations campaigns; managing California statewide media buying and producing marketing materials, services, and activities?	4	
ii. Does the Proposer note when the business was established, its firm size and structure (e.g., staffing in such as creative, advertising, public relations, etc.)?	4	
iii. Does the Proposer describe its advertising and public relations capabilities, and whether those capabilities are in-house or through subcontractors?	4	
iv. Does the Proposer 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.?	4	
v. Does the Proposer describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed?	4	
b) Case Studies.		
i. Do the three case studies, taken together, demonstrate experience managing a campaign for a government agency?	4	
ii. Do the three case studies, taken together, demonstrate the Proposer's ability to coordinate partnerships with community based organizations or government agencies?	4	
iii. Do the three case studies, taken together, demonstrate the Proposer's ability to reach multiple ethnic/multicultural audiences?	4	
iv. Do the three case studies, taken together, demonstrate the Proposer's ability to develop and place television, radio, print media, and multimedia advertising?	4	
v. Do the three case studies, taken together, demonstrate the Proposer's ability to develop special events?	4	
vi. Research. Does each case study indicate the research that was used to determine the campaign's approach, direction and target audiences?	8	

vii. Execution. Does each case study include clearly stated, appropriate goals, objectives, timelines, strategies and tactics?	8	
viii. Evaluation. Were outcome-based measures used to judge the effectiveness of the campaigns? Were the evaluations of the campaigns' effectiveness, strengths and weaknesses thorough?	8	
ix. Creative Approach and Execution. 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?	8	
x. Collateral. Were the collateral materials consistently creative, in terms of both design and execution? Were they effective at supplementing the campaigns?	8	
Score for Portfolio	80	

O'Dwyer's
odwyerpr.com

Phase II Evaluation – Technical Proposal (0-220 Points)

SAMPLE

Continued

3) Work Plan (0-112 Points)	Maximum Possible Score	Consensus Score
a) Program Knowledge. Does the Proposer demonstrate awareness and depth of knowledge of the Smog Check Program?	12	
b) Work Plan Creativity. Does the work plan demonstrate creativity? Is creativity consistent throughout?	8	
c) Research. Does the Proposer make use of market research and/or other analysis in developing the campaigns and their component strategies and tactics?	8	
d) Work Plan Synergies. 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 DCA/BAR?	12	
e) Partnership Development. Does the Proposer make use of partnerships between DCA/BAR, other government agencies, community based organizations and/or other public/private sector organizations to leverage DCA/BAR advertising and public relations dollars?	12	
f) Resource allocation. Does the Proposer justify recommended media selections, weight levels and timings? Are the resources for public relations activities allocated supported?	12	
g) Ethnic/Multicultural Audiences. Does the Proposer demonstrate how ethnic/multicultural audiences will be targeted?	12	
h) Cost Effectiveness. 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?	12	

<p>i) Special Events. Are the proposed special events cost-effective? Are they consistent with the goals of the campaign(s)? Does the Proposer show how it would make use of partnerships between DCA/BAR, other government agencies, community based organizations, and/or other public/private sector organizations to leverage DCA/BAR advertising and public relations dollars?</p>	<p>8</p>	
<p>j) Proposed collateral materials. Does the Proposer have creative, cost effective, and appropriate ideas for collateral materials?</p>	<p>8</p>	
<p>k) Performance. 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>8</p>	
<p>Score for Work Plan</p>	<p>112</p>	

O'Dwyer
odwyerpr.com

Phase III Evaluation – Oral Presentations (0-60 Points)**SAMPLE**

	Maximum Possible Score	Consensus Score
a) Quality and completeness of answers to questions regarding the Work Plan and Services to be Performed.	12	
b) Demonstrates the approach to the campaign as innovative and persuasive.	12	
c) Demonstrates the campaign objectives, strategies and rationales are appropriate, thorough and well conceived	12	
d) Demonstrates the media selection, weight level, and timing rationale are appropriate to the proposed strategies	12	
e) Demonstrates the capabilities of the Proposer to evaluate the success of the campaign	12	
Oral Presentation	60	

O'Dwyer's
odwyerpr.com

FOR DEPARTMENT USE ONLY

Bid/Proposal: _____

Date: _____

Phase IV Evaluation – Cost Proposal (0-120 Points)

Mark-up Rates – 36 Points

SAMPLE

The Mark-up Rates will be evaluated in four categories, with each section worth 18 points for a total of 72 combined points as described below.

- a. General Market Advertising Production Mark-up
- b. Ethnic Market Advertising Production Mark-up
- c. General Market Advertising Media Buy Mark-up
- d. Ethnic Market Advertising Media Buy Mark-up

The Mark-up Rates will be evaluated on the Proposer's mark-up rates provided on Attachment 6, Advertising Cost Proposal.

The lowest bidder(s) in each category will be awarded the maximum points available in that category. The other bidders in each category will be awarded points based on the following calculation:

$(\text{Lowest Mark-up} / \text{Other Proposer's Mark-Up}) \times \text{Maximum Advertising Cost Points Available} = \text{Advertising Cost Points for Other Proposer}$

Example:

Bidder A's mark-up proposal for General Market Advertising (GMA) production = 9.5%
Bidder B's mark-up proposal = 10.5%
18 GMA Production Cost Points available

Bidder A (as lowest bidder) receives 18 GMA Production Cost points
Bidder B Receives 16.29 GMA Cost Points $[(9.5 / 10.5) \times 18 = 16.29]$

The total points awarded to each Proposer will be determined by adding the points received in the General Market Advertising Production Mark-up, Ethnic Market Advertising Production Mark-up, General Market Advertising Media Buy and Ethnic Market Advertising Media Buy categories. Points will be rounded to two decimal places (e.g., 6.79).

General Market Advertising Production Mark-Up Score: _____

Ethnic Market Advertising Production Mark-Up Score: _____

General Market Advertising Media Buy Mark-Up Score: _____

Ethnic Market Advertising Media Buy Mark-Up Score: _____

Total Score: _____

FOR DEPARTMENT USE ONLY

Bid/Proposal: _____

Date: _____

Phase IV Evaluation – Cost Proposal (0-120 Points)**Public Relations Costs – (0-48 Points)****SAMPLE**

The Public Relations Costs will be evaluated in six sections, with each section worth eight (8) points for a total of 48 combined points as described below.

- a. Project Manager Hourly Rate
- b. Account Executive Hourly Rate
- c. Account Assistant Hourly Rate
- d. Account Support Hourly Rate
- e. Creative Staff Hourly Rate
- f. Support Staff Hourly Rate

The Public Relations Costs will be evaluated on the Proposer's hourly rates provided on Attachment 6, Public Relations Costs. Points will be rounded to two (2) decimal places (e.g., "6.79").

The lowest bidder(s) in each category will be awarded the maximum points available in that category. The other bidders in each category will be awarded points based on the following calculation:

$(\text{Lowest Hourly Rate} / \text{Other Proposer's Hourly Rate}) \times \text{Maximum Advertising Cost Points Available for this category} = \text{Advertising Cost Points for other Proposer}$

Example:

Bidder A's Project Manager Hourly Rate = \$150

Bidder B's Project Manager Hourly Rate = \$175

8 Public Relations Cost Points available

Bidder A receives 8 points

Bidder B receives 6.86 points $[(150 / 175) \times 8 = 6.86]$

Public Relations Cost – (0-48 Points) – Continued

SAMPLE

The total points awarded to each Proposer will be determined by adding the points received in each of the six (6) categories.

Project Manager Hourly Rate Score: _____

Account Executive Hourly Rate Score: _____

Account Assistant Hourly Rate Score: _____

Account Support Hourly Rate Score: _____

Creative Staff Hourly Rate Score: _____

Support Staff Hourly Rate Score: _____

Total Public Relations Cost Proposal Score: _____

O'Dwyer's
odwyerpr.com

SAMPLE

FOR DEPARTMENT USE ONLY

Bid/Proposal: _____

Date: _____

COMBINED SCORE		
	Total Possible Points	Score
Phase II – Technical Proposal	220	
Phase III – Oral Presentation	60	
Phase IV – Cost Proposal		
Mark-up Rates	72	
Public Relations Costs	48	
Subtotal	400	
DVBE Incentive Points (Total available points multiplied by DVBE participation percentage)		
Preference Points SBE, TACPA, EZA and LAMBRA (as referenced on page 27) Preference Points will be awarded in accordance with state policies and procedures.		
FINAL SCORE		

O'Dwyer's
odw.com

10. Award and Protest

- a. The contract will be awarded to the Proposer who scored the highest total points in the Evaluation Process.
- b. Notice of the proposed award shall be posted in the Department of Consumer Affairs (DCA) at 1625 North Market Blvd., First Floor Lobby, Sacramento, CA 95834 and in BidSync at www.bidsync.com for five (5) working days prior to awarding the agreement.
- c. Award of the contract is subject to the review and approval of the State Department of General Services (DGS). Work may not begin until the contract has been approved by the Department of General Services.
- d. Upon award of the agreement, Contractor must complete and submit to the DCA the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e. Upon award of the agreement, Contractor must complete and submit to the DCA, page one (1) of the Contractor Certification Clauses (CCC) which can be found on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.
- f. If any Proposer, prior to the award of agreement, files a protest with the Department of Consumer Affairs and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the DCA Business Services Office, Contracts Unit, Attention: Celia Reyes, 1625 North Market Blvd., S-103, Sacramento, CA 95834, on the grounds that the protesting Proposer would have been awarded the agreement had the DCA correctly applied the evaluation standard in the RFP, or followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- g. Within five (5) days after filing the initial protest, the protesting Proposer shall file with the DGS, Office of Legal Services and the DCA a detailed written statement specifying the grounds for the protest.

11. Disposition of Proposals

- a. Upon proposal opening, all documents 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.) and subject to review by the public.

12. Agreement Execution and Performance

- a. Performance shall start after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.
- c. Should, during the course of the resulting contract, it become necessary to modify the terms of the contract, these modifications may be made by mutual agreement by the contracting parties through a written amendment to the contract. A contract amendment will not be effective unless in writing and until fully executed by both parties. **No oral understanding or agreement will be binding on either the Contractor or the DCA/BAR unless incorporated through the proper contract process.**

Section D – Preference Programs

The following preferences will be granted for this proposal. Proposers wishing to take advantage of these preferences will need to review the following internet websites and submit the appropriate response with the proposal:

1) Small Business Preference

Overview: Current law encourages state departments to first consider a Small Business Enterprise (Small)/Microbusiness Enterprise (Micro) for contracting opportunities. DCA is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro business whenever possible.

The State of California provides a five percent (5%) preference to Small Business proposers. This 5% preference is also provided to Non-Small Businesses that commit to subcontract with one or more California-certified small business(es), at least 25% of the net bid price, as specified below. The standard contract language for the preference programs can be found at <http://www.pd.dgs.ca.gov/smbus/default.htm>. For the purposes of this section, the definitions specified in Title 2, California Code of Regulations (CCR), §1896.4 shall apply unless otherwise noted. Questions regarding certification of small businesses should be directed to the Office of Small Business and DVBE Certification (OSDC) at (916) 375-4940.

- 2) Target Area Contract Preference Act (TACPA) - <http://www.pd.dgs.ca.gov/edip/tacpa.htm>
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act - <http://www.pd.dgs.ca.gov/edip/lambra.htm>
- 4) Enterprise Zone Act (EZA) - <http://www.pd.dgs.ca.gov/edip/eza.htm>

Section E – Disabled Veteran Business Enterprise (DVBE) Participation Requirement (Refer pp. 39-44)

- 1) This RFP is subject to the law requiring Disabled Veteran Business Enterprise (DVBE) participation. FAILURE TO COMPLY WITH DVBE REQUIREMENTS WILL DEEM A BID NON-RESPONSIVE. A DVBE package with instructions and all required submittal forms for complying with this requirement is on Attachment 7, pages 39 through 44 of this RFP. Also, an explanation of the DVBE requirements can be found on the Internet at <http://www.pd.dgs.ca.gov/smbus/dvbecert.htm>.
- 2) Applicable DVBE Incentive points will be awarded in accordance with State policies as outlined on page 41 and will be added to the subtotal scores, resulting in a Final Score.

Section F – Required Attachments

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package shall consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the DCA/BAR. For your proposal to be responsive, all required attachments must be returned. This checklist must also be returned with your proposal package.

<u>Attachment</u>	<u>Name/Description</u>
_____	Letter of Intent to Submit a Proposal (Required prior to submittal of Proposal)
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Proposal/Proposer Certification Sheet (with original signature)
_____ Attachment 3	Minimum Qualifications Statement (with original signature)
_____ Attachment 4	Technical Proposal
_____ Attachment 5	Work Plan
_____ Attachment 6	Cost Proposal
_____ Attachment 7	Disabled Veteran Business Enterprise Participation Forms and Instructions (STD 840) (DVBE Participation is required for this RFP)
_____ Attachment 7A	DVBE Bidder Declaration (GSPD-05-105)
_____ Attachment 8	Darfur Contracting Act
_____ Attachment 9	Payee Data Record (STD 204)* http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf
_____ Attachment 10	Contractor Certification Clauses (CCC-307)* http://www.documents.dgs.ca.gov/ols/CCC-307.doc

*Required upon award of agreement.

The following Attachments are required as applicable:

_____ Attachment 10	Small Business Certification
_____ Attachment 11	Target Area Contract Preference Act (TACPA)
_____ Attachment 12	Local Agency Military Base Recovery Area (LAMBRA)
_____ Attachment 13	Enterprise Zone Act (EZA)

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

By signing this certification, the Proposer certifies that:

- A. An all-inclusive cost proposal is submitted in a sealed envelope marked "Cost Proposal – Do Not Open".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document and authorizes the verification of any part of this proposal.

An unsigned Proposal/Proposer Certification Sheet may be cause for rejection.

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

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

ATTACHMENT 3

MINIMUM QUALIFICATIONS STATEMENT

Please sign at the bottom of this attachment. In signing, the Proposer is certifying that it meets the minimum qualifications for this RFP as listed below. The DCA reserves the right to request documentation and/or proof from the Proposer that the items below are true before a contract is awarded.

_____ (name of Proposer) certifies the following:

1. That the Proposer is licensed to do business in California;
2. That the Proposer is a full service advertising and/or public relations firm with media buying and public relations capabilities, either in-house or through subcontractor(s);
3. That the Proposer has at least \$1.5 million in gross annual billings from California offices for any 12 consecutive months within the last two years;
4. That the Proposer has an office within 60 miles of Sacramento.
5. That the Proposer has a minimum of five (5) years experience in providing similar advertising and public relations support services as described in this RFP;
6. That the proposer has recent (within the last two years) experience in advertising and public relations support activities aimed at reaching ethnic/multicultural audiences;
7. That the proposer has recent (within the last two years) experience in developing communications and education partnerships with public and private entities;
8. That the proposer has recent (within the last two years) experience in developing and managing a campaign for a government agency;
9. That the Proposer has demonstrated experience producing creative materials, including but not limited to television ads, radio ads, print ads, outdoor ads (billboards, etc.) and banner or Web content ads;
10. That the individual assigned to supervise the project has at least five (5) years of supervisory experience in conducting and overseeing advertising and public awareness campaigns; and
11. That there is no conflict of interest between the Proposer's existing client relationships and the ability to vigorously and fully represent DCA.

The Proposer must complete the shaded box below:

<p>I hereby certify that I am authorized to sign this Minimum Qualifications Statement, that the information above is true and correct, and that all the minimum qualifications have been met.</p>	
Signature: _____	Date: _____
Printed Name: _____	
Title: _____	

ATTACHMENT 4

TECHNICAL PROPOSAL

All components of the Technical Proposal, except the Minimum Qualifications Statement (Attachment 3) and the Work Plan (Attachment 5) shall be placed here in the proposals.

O'Dwyer's
odwyerpr.com

ATTACHMENT 5**WORK PLAN**

The Proposer shall develop a work plan for the objective below.

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

The work plan shall span two (2) one-year contract periods. For purposes of this exercise, assume a start date for the contract of January 1, 2011. See RFP section A (4) for funding levels.

Objective – Inform Consumers About DCA/BAR’s New Off-Cycle Vehicle Retirement Program

DCA/BAR currently offers a Consumer Assistance Program (CAP) for many consumers whose vehicles have failed their Smog Check emissions inspection. CAP includes a Vehicle Retirement Program (VRP), which allows motorists whose vehicles have failed their Smog Check to retire their vehicle. Most motorists will receive \$1,000, however, motorists whose household incomes are at or below 225% federal poverty level will receive \$1,500. Currently, only vehicles that have failed their biennial Smog Check inspection are eligible for retirement. Beginning in August, 2010, motorists can retire any vehicle, as long as the vehicle meets certain ownership and operability requirements. DCA/BAR wishes to communicate this change to as many Californians as possible.

A Public Relations and an Advertising narrative shall be provided for the work plan. The narrative shall not exceed 3 pages. Proposers are reminded that the narrative must encompass the ethnic/multicultural outreach goals as stated previously in the RFP.

The following should be incorporated into the Proposer’s work plan:

- i. **Partnership Development:** The Proposer is required to present and show the ability to develop partnerships that will result in local communities, government agencies, businesses and other entities establishing, with DCA/BAR support, ongoing awareness and outreach efforts aimed at consumers and others.
- ii. **Advertising:** The Proposer is required to demonstrate the ability to develop print advertising, broadcast advertising, outdoor advertising, Web advertising and advertising for alternative media that will support the work plan. The Proposer shall show the ability to negotiate discounted rates, and secure and place paid and in-kind advertising in a variety of media on a local and statewide basis. The Proposer must demonstrate how co-op advertising would be used. The Proposer shall provide recommendations for the amounts and types of advertising, as well as for allocating the advertising budget for each objective, using the format on page 35 of this attachment. ***It must be remembered that the intent of the DCA/BAR is to have the bulk of advertising agency compensation calculated on the basis of net cost plus mark-up percentage, rather than gross commission or other fees.*** This should be considered when determining allocation of advertising resources.
- iii. **Media and Public Relations:** The Proposer is required to 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. The Proposer shall show how resources for public relations support activities will be allocated for each of the two contract periods.
- iv. **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 DCA/BAR’s programs.
- v. **Outreach to Ethnic/Multicultural Audiences:** The Proposer is required to demonstrate how multicultural audiences will be targeted.

- vi. **Special Events:** The Proposer is required to demonstrate an ability to plan and execute special events that would further enhance consumer understanding and awareness of the campaign. The Proposer is required to show how it would make use of partnerships between DCA/BAR, other government agencies, community-based organizations and/or other public/private sector organizations to leverage DCA/BAR advertising and public relations dollars.
- vii. **Research:** The Proposer is required to demonstrate the ability to collect and evaluate cost-effective research that will assist in the implementation and ongoing sustainability of the work plan.
- viii. **Web sites:** The Proposer is required to demonstrate the ability to augment and advance the effectiveness of any outreach campaign with an online presence designed to educate and inform the public, including web banner ads.
- ix. **Performance Measures:** The Proposer is required to detail how the work plan's effectiveness will be measured. Specifically, DCA/BAR is looking for Proposers to demonstrate "outcome" measures, as opposed to "output" measures, as they apply to Californians' awareness of DCA/BAR's programs and their behaviors (e.g., participating in voluntary vehicle retirement). In addition, Proposers should be prepared to identify the specific benefits of each deliverable outlined, complete with measurement methodology and a detailed report of the actual benefits achieved upon successful implementation of the deliverable.
- x. **Cost Effectiveness:** The Proposer is required to demonstrate the steps the Proposer will take to fully leverage DCA/BAR's efforts and funds. This may include but is not limited to the use of partnerships, in-kind services, co-op advertising and pro-bono services by the Proposer, its subcontractors, and/or its existing clients.

O'Dwyerpr.com

Attachment 5.A – Advertising Resource Allocation

SERVICE	AGENCY NAME	BUDGET 1 1/1/11 through 12/31/11	BUDGET 2 1/1/12 through 12/31/12
List known Subcontractors by name. If you plan to subcontract any portion of the work but have not identified an agency, indicate TBD (To Be Determined) in place of name. Ethnic/multicultural advertising budget should be listed separately, even if produced in-house.			
I. General Market Advertising			
A. Production			
B. Placement			
II. Ethnic Market Advertising			
List each ethnic/multicultural market separately by type (e.g., African-/American, Hispanic/Latino, Vietnamese language, etc.). Use additional sheets if necessary.			
1.			
A. Production			
B. Placement			
2.			
A. Production			
B. Placement			
3.			
A. Production			
B. Placement			
III. Development Research			
IV. Evaluation			
V. Subcontractors and Consultants Not Elsewhere Classified (exceeding \$5,000)			
Continue on a separate page if necessary			
TOTALS		\$	\$

ATTACHMENT 6

COST PROPOSAL

Instructions for Completing Cost Proposal

Please use the following instructions for completing the attached forms. The Cost Proposal will be evaluated based on cost competitiveness. The response to the Cost Proposal will be incorporated into the contract with the successful Proposer. Therefore, it is in the interests of both DCA/BAR and the Proposer to be as clear and as specific as possible.

The advertising mark-up rates and the public relations costs proposed will apply to the contract term and to the two one-year options for renewal, and will not be renegotiated.

The proposal must be submitted for the entire activity described herein. **The State does not accept alternate contract language from a prospective contractor. A Proposal 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.**

Advertising Costs

It is DCA/BAR's intent to have the bulk of advertising agency compensation calculated on the basis of the net cost plus mark-up percentage rather than gross commission or other fees.

Therefore, you must complete this attachment indicating mark-up rates for media production and placement, which we anticipate will represent most of DCA/BAR's expenditure. These rates shall be provided as a mark-up percentage that will be applied directly to the net cost, rather than a commission. For example, 17.65% is the mark-up rate equivalent of a 15% commission and 11.11% is the mark-up rate equivalent of a 10% commission.

The following represents DCA/BAR's best effort to anticipate specific advertising services that are likely to be required. All mark-up rates in the Advertising Mark-Up Rate Proposal must cover the items in Section A below. You will not be permitted to charge separately for these services. During the contract term, items listed below in Section B will be considered net costs with no mark-up allowed.

A. Items to be paid through Mark-up include, but are not limited to, the following (Not separately billed):

- Creative development of concepts including scripts and storyboards used for presenting to DCA/BAR
- Ad substantiation
- Bid procurement and bid evaluation
- Project stewardship
- Media placement planning, analysis and negotiation
- Media traffic management
- Strategy, marketing, and advertising plan development
- Market research, analysis, recommendations, and media evaluation including annual competitive analysis
- Account servicing including billing

- Administrative overhead
- Subcontractor coordination
- Other items required by Scope of Work not specifically mentioned in these cost proposal instructions

B. Items Reimbursed at Net Cost (No Mark-Up or Commission):

- Authorized travel at state rates (additional information can be viewed at <http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees-menu.htm>)
- Shipping, messenger, postage, phone and other communication costs
- Sales tax and other applicable taxes
- Duplicating, masters storage and other library costs
- Focus group testing of approved ads, including necessary animatics and storyboards
- Legal costs directly related to advertising review and clearance
- 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 DCA/BAR
- In-house production services provided directly to DCA/BAR by the contractor (DCA/BAR may periodically request three (3) bids to verify market rate of services provided in-house)

The anticipated budgets for each of the three contract periods will be approximately \$4 million. However, the actual amount of services required under the Scope of Work may vary significantly during the contract term, depending on a variety of factors affecting funding.

Include all television, radio, print, outdoor, Internet and alternative media. DCA/BAR 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, DCA/BAR must be presented with the net, or wholesale, costs of the advertising without any built-in commission, before the contracted mark-up rate is applied. DCA/BAR will not pay mark-up on commission, and will not pay "hidden" commissions.

Mark-up will be applied to the net, or wholesale, cost of the advertising. The following formula demonstrates how this is calculated, using a sample mark-up of 11.11%:

EXAMPLE ONLY:

Gross Cost of Media purchased by media buying service (includes standard industry commission of 15%).....	\$10,000
Minus standard industry commission of 15%.....	<u>(\$1,500)</u>
Net cost on which DCA/BAR will pay mark-up.....	\$8,500
 Plus Contractor's Mark-Up at 11.11%.....	 <u>\$944</u>
Total cost to DCA/BAR for advertising (at equivalent of 10% commission)	<u><u>\$9,444</u></u>

The advertising mark-up rates and the public relations hourly rates identified below will be paid for the entire term of the contract. They will apply to the contract term and to the two one-year options for renewal, and will not be renegotiated.

General Market Advertising Production Mark-up

Broadcast (television and radio), print (magazine, newspaper and outdoor) and Internet. _____% mark-up **18 Points Maximum**

Ethnic Market Advertising Production Mark-up

Broadcast (television and radio), print (magazine, newspaper and outdoor) and Internet. _____% mark-up **18 Points Maximum**

General Market Advertising Media Buy

This includes all television, radio, print, outdoor and Internet placement. DCA/BAR expects the Proposer to put forth its best efforts to obtain the best possible cost per point for media. _____% mark-up **18 Points Maximum**

Ethnic Market Advertising Media Buy

This includes all television, radio, print, outdoor and Internet placement. DCA/BAR expects the Proposer to put forth its best efforts to obtain the best possible cost per point for media. _____% mark-up **18 Points Maximum**

Public Relations Costs

The hourly rates below must be inclusive of the Contractor's and the sub-contractor's hourly rates.

Cost Categories	Hourly Rate	Maximum Points
Project Manager	\$	8
Account Executive	\$	8
Account Assistant	\$	8
Account Support	\$	8
Creative Staff	\$	8
Support Staff	\$	8

I hereby certify that I am authorized to sign this Cost Proposal and warrant that the mark-ups and hourly rates are accurate and represent an unconditional offer to DCA/BAR.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT 7

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY
(Revision Date 09/03/2009)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered nonresponsive.**

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, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation -For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to 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, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State.

DVBE Incentive Table

DVBE Participation	DVBE Incentive
100%	5%
50% up to 99.99%	4%
11% up to 49.99%	3%
3% up to 10.99%	2%
1% to 2.99%	1%

Awards based on high score – Incentive points are calculated using total possible available points. DVBE Incentive participation points cannot be used to achieve any applicable minimum point requirements.

How to Apply the DVBE Incentive:

1. Using the **DVBE Incentive Table**, determine the DVBE Incentive % for each Bidder.
2. Multiply the DVBE Incentive % for each Bidder by the total possible available points.
3. Add those points to the appropriate bid.

For example:

	Bidder A	Bidder B	Bidder C
220 Technical Presentation Points	220	200	180
60 Oral Presentation Points	60	50	55
120 Cost Points	90	100	120
Total Score	370	350	355
Ranking of Bidders	1	3	2
DVBE Participation	28%	100%	5%
DVBE Incentive Points	12	20	8
Total Score	382	370	363
New Ranking of Bidders	1	2	3

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE Incentive. Bidders with a BUP must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov.

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement

Website: www.eprocure.dgs.ca.gov
 Phone: (916)375-2000
 Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSGR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

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

707 Third Street, Room 1-400, West Sacramento, CA 95605
 Website: www.pd.dgs.ca.gov/smbus
 OSDS Receptionist, 8 am-5 pm: (916) 375-4940
 PD Receptionist, 8 am-5 pm: (800) 559-5529
 Fax: (916) 375-4950
 Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, 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 §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

ATTACHMENT 7A

State of California—Department of General Services, Procurement Division
GSPD-05-105 (EST 8/05)

Solicitation Number _____

BIDDER DECLARATION

- 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**
- a.** Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None ____ (If "None," go to Item #2)
 - b.** Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

 - c.** If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page ____ of ____

BIDDER DECLARATION Instructions**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, 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/microbusinesses. 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

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. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is not listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 8**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

Section G – Sample Standard Agreement

STANDARD AGREEMENT

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 Department of Consumer Affairs, Bureau of Automotive Repair
 CONTRACTOR'S NAME

2. The term of this Agreement is: January 1, 2011 or Upon Approval through December 31, 2011 (with two [2] one-year options to renew)

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)	
Attachment I* - Response to RFP BAR-10-06	Page(s)	
Attachment II* - RFP BAR-10-06	Page(s)	
Exhibit B – Budget Detail and Payment Provision	Page(s)	
Attachment III - Cost Proposal	Page(s)	
Exhibit C* – General Terms and Conditions	GTC610 (Number)	6/9/2010 (Dated)
Exhibit D – Special Terms and Conditions	Page(s)	
Exhibit E – Additional Terms and Conditions	Page(s)	

**Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/StandardLanguage/default.htm> or by contacting the Department of Consumer Affairs.*

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

CONTRACTOR	<i>California Department Of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
Department of Consumer Affairs, Bureau of Automotive Repair	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
1625 North Market Blvd., Suite S-103, Sacramento, CA 95834	
<input type="checkbox"/> Exempt	

EXHIBIT A

Scope of Work

1. The Contractor shall provide the Department of Consumer Affairs (DCA), Bureau of Automotive Repair (BAR) an array of communication services that will serve to educate and inform California's multicultural population about the services available through DCA/BAR, and include behavioral and social marketing, advertising, public relations, and development of partnerships with private and public entities.
2. The Contractor shall assist DCA/BAR in developing and implementing a public awareness program for DCA/BAR's general auto repair consumer protection efforts, the Smog Check program, the *DriveHealthy* campaign and for other DCA/BAR issues that may arise from time to time.
3. The Contractor shall provide the services specified in this contract only upon written authorization from DCA/BAR.
4. The services may be required at any time during a twenty-four (24) hour day, Monday through Sunday.
5. Direct all agreement inquiries to:

Department of Consumers Affairs

Contracts Unit

Attention: Celia Reyes
 Address: 1625 North Market Blvd., Suite S-103
 Sacramento, CA 95834
 Phone: (916) 574-7295
 Fax: (916) 574-8658
 Email: celia.reyes@dca.ca.gov

Contractor:

Name:
 Address:
 Phone:
 Fax:
 Email:

6. The Contractor shall commit the required staff resources necessary to provide any services requested by DCA/BAR under this agreement.
7. The Contractor shall develop a three-year advertising and public relations work plan to educate and inform California's multicultural population about the services available through DCA/BAR. The three-year work plan must identify each major task, all necessary subtasks, the names of key personnel that will perform the tasks, a completion due date for each task, and a method of evaluation by which progress can be measured and payments made.
8. Collateral or hard cost items should be purchased by the Contractor as economically as possible and only after receiving approval from DCA/BAR. DCA/BAR reserves the right to require the Contractor to demonstrate that it has determined best value.
9. The Contractor shall provide regular reporting and project tracking for all aspects of any service requested under this agreement.
10. Should, during the course of the resulting contract, it become necessary to modify the terms of the contract, those modifications may be made by mutual agreement by the contracting parties through a written amendment to the contract. A contract amendment will not be effective unless in writing and until fully executed by both parties. No oral understanding or agreement will be binding on either the Contractor or the DCA/BAR unless incorporated through the proper contract process.

EXHIBIT B**Budget Detail and Payment Provisions**

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs
Bureau of Automotive Repair
Agreement Number _____
P.O. Box 980518
West Sacramento, CA 95798-0518

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 Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
5. **COST BREAKDOWN:** **This section will contain information from the awarded Contractor's cost proposal and will be broken down by fiscal year.**
6. **PROGRESS PAYMENTS:** Progress payments are required by law for the production and research portions of this Agreement, as well as for any work performed toward an end product or plan completed under this Agreement. Ten percent (10%) of the invoiced amount shall be withheld pending final completion of each contract period. However, funds withheld in regard to a particular task, product, or plan, may be released to the Contractor upon completion of that task, product, or plan if a tangible stand-alone product results.

The State will pay for totally completed, separate, and distinctive activities or work where progress is not an integral part of the required services, without withholding the ten percent (10%). Such work would generally include the media buys.

7. **CONTRACTOR PAYMENT PROCEDURES:**
 - A. Prior to commencement of work, the Contractor shall submit production estimates and/or media client authorizations detailing work to be completed for each project. The following procedure outlines the process of approval of estimates and payment:

MEDIA:

1. Requests for authorization to buy media will be submitted by the Contractor to the DCA/BAR Campaign Project Coordinator.
 - a. The DCA/BAR Campaign Project Coordinator will verify the budget.
 - b. The DCA/BAR Chief (or designee) will authorize the purchase of media by the Contractor.

2. The Contractor will submit invoice(s) monthly in arrears to DCA/BAR.
 - a. The DCA/BAR Campaign Project Coordinator will verify the authorization of each media buy.
 - b. The DCA/BAR Chief will approve/disapprove the invoice(s).
 - c. The invoice(s) will be submitted to DCA/BAR Accounting for payment by DCA/BAR.
 - d. The Contractor will conduct a post-buy analysis of the actual delivery of all media purchased and will report the advertising reach per standard industry practice using standard media rating services.

PRODUCTION:

1. Invoices for production must equal the amount of the estimate for costs of advertising or other program elements (such as collateral materials) prepared by the Contractor and submitted to DCA/BAR.
 - a. The DCA/BAR Campaign Project Coordinator will verify the budget.
 - b. The DCA/BAR Chief (or designee) will approve each estimate.
 2. The Contractor will submit the production invoice(s) monthly in arrears to DCA/BAR with attached documentation.
 - a. The DCA/BAR Campaign Project Coordinator will verify the estimate(s).
 - b. The DCA/BAR Chief (or designee) will approve the production invoice(s).
 - c. The invoice(s), with attachments, will be submitted to DCA/BAR Accounting for payment by DCA/BAR.
- B. Media authorizations, production estimates and research estimates are subject to revision for the following reasons:
1. Work in progress changes significantly or is cancelled, based on client approval.

All canceled jobs must be followed by a revised closed estimate reflecting canceled portions of the job and any expenses actually incurred prior to the cancellation.

All completed projects must be followed by a Closed Report reflecting the actual billed amount. Once an estimate is closed, no further billing can be submitted.
- C. The Contractor shall submit invoices monthly in arrears to the State. The invoices shall be in triplicate and shall be consistent with the line item amounts detailed on signed estimates, media authorizations or work authorizations. Requests for production reimbursement shall be substantiated with copies of vendor invoices and may be submitted as costs are incurred.
- Requests for media reimbursement shall be substantiated with details of spots and markets purchased and shall be submitted no more frequently than monthly. Media credits will be applied as received by the Contractor.
- D. All payments received by the Contractor under this agreement shall be solely for the purpose of providing goods and services under this agreement. DCA/BAR shall have final determination of allowable and reimbursable costs under this agreement.
8. All travel will be reimbursed at the exempt travel rates in accordance with the California Code of Regulations Title 2, Chapter 3, Article 2, Section 599.615.1

EXHIBIT B, ATTACHMENT 1

COST PROPOSAL

The Cost Proposal (Required Attachment 6) that is submitted with the proposal shall be incorporated into this page in the actual agreement.

O'Dwyer's
odwyerpr.com

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

Please Note: This page shall not be included with the final agreement. The GTC shall be included in the agreement by reference to Internet website <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>.

O'Dwyer's
odwyerpr.com

EXHIBIT D**Special Terms and Conditions**

1. **LIABILITY FOR NONCONFORMING WORK:** The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.
2. **SETTLEMENT OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

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

3. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. **IMPRACTICABILITY OF PERFORMANCE:** This Contract may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
5. **LICENSES AND PERMITS:** The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit (s), the State may, in addition to other remedies it may have, terminate this Contract upon occurrence of such event.

EXHIBIT E**Additional Terms and Conditions**

1. **RIGHT TO TERMINATE:** The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

2. **LIABILITY FOR LOSS AND DAMAGES:** Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.
3. **CONFIDENTIALITY OF DATA:** No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

The contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

4. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
5. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE):** To the best of the Contractor's ability, the Contractor shall fulfill his/her obligations in dispensing that portion of the Agreement amount to the DVBE's as identified in the reply to the DVBE Mandatory Participation Requirements. Said reply by reference is a part of this Agreement and is on file and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. at the Contracting location.

In the event the Contract is amended to increase the amount, the Contractor will be required to comply with the State's DVBE participation requirements for the amended amount.

The Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Contract. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. And Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of 3 years after final payment under the Contract (Title 2, CCR Section 1896.75).

6. **FORCED, CONVICT, AND INDENTURED LABOR:** The Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, indentured labor or indentured sanction. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 6108.

Any Contractor contracting with the State who knew or should have known that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or in part by forced labor, convict labor, or

indentured labor under penal sanction, when entering into a Agreement pursuant to the above paragraph, may, subject to PCC Section 6108, subdivision (c), have any or all of the following sanctions imposed:

The Agreement under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the State agency to which the equipment, materials, or supplies were provided.

The Contractor may be assessed a penalty which shall be the greater of \$1,000 or an amount equaling 20 percent of the value of the equipment, materials, or supplies that the State agency demonstrates were produced in whole or in part by forced labor, convict labor, or induced under penal sanction.

7. **INSPECTION, ACCEPTANCE, AND REJECTION:** The State reserves the right to inspect, reject, and/or accept all goods and services provided within this agreement:
- A. The Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering goods and services under this contract and will tender to the State only those goods and services that have been inspected and found to conform to this contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during contract performance and for three (3) years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of the Contractor's quality assurance system or other business practices related to performance of the contract.
 - B. All goods and services may be subject to inspection and test by the State or its authorized representatives.
 - C. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - D. All goods and services to be delivered hereunder may be subject to final inspection, test, and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - E. The State shall give notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Acceptance by the State shall not waive any rights that the State might otherwise have at law or by express reservation in this contract with respect to any nonconformity.
8. **EVALUATION OF CONTRACTOR:** The performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file.
- For consultant Agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.
9. **PROGRESS REPORTS:** The Contractor shall submit progress reports to State representative, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. The Contractor shall be reimbursed by invoicing, in detail, all costs and charges with Agreement Number and sending the invoice to the designated address.
10. **HIRING CONSIDERATIONS:** If the Agreement amount is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies of positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200.
11. **INSURANCE AND BONDS:** The Contractor shall maintain or cause to be maintained, insurance and a bond against such hazards and in such amounts as set forth below. The insurance and bond must be issued by companies which are (a) currently rated A minus or better by the AM Best Company, and (b) admitted and authorized to do business in the State of California. Each policy of insurance and bond shall contain a provision whereby it cannot be canceled except by giving thirty (30) days written notice to insureds. If the Contractor's carrier cancels any policy(ies) or bond, the Contractor shall immediately obtain a replacement

policy(ies) or bond prior to expiration of the thirty (30) day warning period. The State will not be responsible for any premiums or assessments on the policy.

Evidence of insurance and bond must be received by the State prior to final execution of the Agreement. A copy of the complete policy shall be made available upon request from the State.

Evidence of any renewal or replacement policy(ies) or bond, with the same coverage provided for in this section, shall be submitted to the State twenty (20) working days prior to expiration or cancellation, respectively. Under no circumstances will the Contractor be without insurance or bond coverage for any period of time whatsoever.

Commercial General Liability or Public Liability Insurance:

The Contractor shall maintain commercial general liability or public liability insurance with limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence for death or personal injury and for any one occurrence for property damages. The policy shall include coverage for advertising injury including trademark, trade name, copyright, service mark, house mark, title and slogan infringement.

12. IN ADDITION TO THE INDEMNIFICATION CLAUSE SET FORTH IN EXHIBIT C, ITEM # 5: INDEMNIFICATION/INFRINGEMENT: The Contractor warrants that it shall perform as required in this section.

A. Clearances, etc.

1. The Contractor is responsible for securing any necessary rights, clearances, releases, waivers, Agreements and/or licenses with respect to any and all elements and materials including, but not limited to, names, likenesses, testimonials, scripts, musical compositions, creative, and/or similar materials, elements or rights, including copyrights, embodied or to be embodied in the State's advertising prepared by the Contractor under this Agreement, from any person, firm, corporation or other third party. The Agreement warrants that said rights, clearances, etc., shall be obtained during the preparation of the advertising materials and prior to the execution, printing and/or airing of the advertising.
2. If the Contractor fails or refuses for any reason whatsoever to obtain the necessary rights, clearances, etc., relating to its performance hereunder, the Contractor shall indemnify and hold harmless the State and its commissioners, directors, employees, and their successors, heirs, representatives, administrators and assigns from and against any liabilities, claims, losses and expenses (including reasonable attorneys' fees) which the State may incur as a result of claims and/or proceedings brought against the State due to the Contractor's failure or refusal to obtain said necessary rights, clearances, etc., or due to copyright infringement.

B. Trademark, etc.

1. The Contractor is responsible for obtaining trademark, trade name, service mark, house mark, copyright, slogan and/or logo (collectively referred as "mark") searches on marks which the Contractor has recommended be used as an element in a campaign theme, slogan or logo for the State. The Contractor shall provide the State with its internal assessment of the search. The State shall advise the Contractor of its decision on whether or not to use the mark. All expenses associated with securing such marks shall be paid by the State.
2. The Contractor specifically agrees to indemnify and hold harmless the State and its commissioners, directors, employees and their successors, heirs, representatives, administrators and assigns from and against any liabilities, claims, losses and expenses (including reasonable attorney's fees) for infringement of a mark (described above) if the Contractor has failed to conduct a search of a mark as required above or failed to follow the State's advice with respect to its use, and the mark is used as an element in a campaign theme, slogan, or logo in advertising materials produced hereunder.

- C. The Contractor agrees to indemnify, defend and hold harmless the State and its commissioners, directors, employees and their successors, heirs, representatives, administrators and assigns from and against any and all liabilities, claims, losses and expenses (including reasonable attorneys' fees) accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation

furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement who are injured or damaged by the Contractor in its performance of this Agreement.

- D. The Contractor agrees to indemnify and hold harmless the State and its commissioners, directors, employees and their successors, heirs, representatives, administrators and assigns from and against any liabilities, claims, losses and expenses (including reasonable attorneys' fees) the State may incur as a result of claims and/or proceedings arising out of the intentional or negligent acts or omissions or willful misconduct of the Contractor and its officers and employees or out of negligent supervision of its subcontractors.
13. **RULES/REGULATIONS:** The contractor shall observe and comply with all Federal, State, City, and County laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
14. **RESOLUTION OF CONTRACT DISPUTES:** If the Contractor believes that there is a dispute or grievance between the Contractor and the State arising out of or relating to this contract, the Contractor shall first discuss and attempt to resolve the issue informally with the State Contract Manager. If the issue cannot be resolved at this level, the Contractor shall follow the following procedures:
- A. If the issue cannot be resolved informally with the Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons thereof. Should the Contractor disagree with the Supervisor's decision, the Contract may appeal to the next level, following the procedure listed below:
1. Any dispute concerning a question of fact arising under the terms of this agreement, which is not disposed of within a reasonable period of time (ten working days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Director or designee of the Department of Consumer Affairs for joint resolution (Public Contract Code Section 22200 and California Government Code of Regulations, Title 1, Section 300 et seq.).
- B. The Contractor must submit a letter of appeal to the Director of the Department of Consumer Affairs, explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from the Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days of receipt of the Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.
15. **STAFF EXPENSES:** The Contractor represents that it has, or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.
16. **WORKERS' COMPENSATION:** By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.
17. **RENEWAL OPTIONS:** Upon a signed written agreement between the State and the Contractor, this agreement may be extended for two (2) one-year options for renewal.
18. **OWNERSHIP OF MATERIALS AND PROPERTY:** All materials developed and produced for the State under this Agreement and all copyrights to those materials shall belong exclusively to the State. If the Contractor should lose its ability to service the Agreement with the State, the State shall retain the right to use said materials without further compensation to the Contractor.
19. **REPRESENTATION OF OWNERSHIP:** The Contractor represents and warrants that everything created, produced, to be used or made available to the State pursuant to this Agreement is either (a) owned solely and

exclusively by the Contractor or (b) unless otherwise agreed by the parties, has been licensed in writing to the Contractor for the benefit and use of the State. The State relies upon this representation and warranty, which is a material term of this Agreement. The Contractor shall deliver to the State, immediately upon request, written documentation (a) evidencing the Contractor's exclusive ownership rights or (b) its licensed rights as set forth above.

20. **TRANSFER OF OWNERSHIP:** Upon the termination or expiration of this agreement, the Contractor shall transfer, assign and make available to the State, or its authorized representative, all property and materials in the Contractor's possession or control belonging to the State.

The Contractor shall also cooperate in transferring, with approval of third parties in interest, all reservations, license agreements, Agreements and arrangements with advertising media, or others, for advertising space or materials in use or yet to be used and all related rights and claims, upon being duly released from such obligations.

At the State's option, the State shall own all rights to any advertising materials produced or in progress prior to the termination of this agreement. In this regard, the Contractor shall proceed promptly to complete production of any such materials during the applicable notice period. However, at termination or expiration, the State may provide written release of unproduced advertising materials, which would then become the Contractor's property. In such event, the State shall be deemed to have released and assigned to the Contractor any copyright or other right relating to such materials.

21. **NONEXCLUSIVE RIGHTS:** The Contractor understands and agrees that the State does not grant the Contractor exclusive rights to provide all State advertising and related services during the period covered by this Agreement or any extension thereto. The State reserves the right, during the Agreement term, to acquire general market advertising and related services through another agency. In exercising this right, the State shall determine, in the best interests of the State whether to obtain advertising and related services through the Contractor or through another agency. The State's good faith exercise of this right shall not constitute a breach of the Agreement.
22. **NEWS RELEASES:** The Contractor shall not issue any news releases or make any statement to the news media in any way pertaining to this Agreement without the prior written approval of the State, and then only in cooperation with the State.
23. **APPROVALS:** All approvals, orders for correction or disapproval's from the State shall be in writing. If the State rejects a deliverable or product as unacceptable, the Contractor shall make required corrections within the time frame required by the Director.

Failure by the Contractor to obtain the State's prior approval of the Project Plan, deliverables, or products shall not relieve the Contractor of performing the related Agreement responsibilities and providing related required deliverables or products to the State. The State shall have no liability for payment of any work, of any kind whatsoever, which the Contractor commences without the State's prior approval.

25. **GOOD FAITH:** Both parties covenant to operate in good faith to fulfill the duties and carry out the responsibilities delineated herein. The State retains the final determination that the Contractor is acting in good faith.
26. **EXTENDED SERVICE:** If the State is delayed by causes other than default by the Contractor or subcontractor in phasing out the services provided by the Contractor beyond the effective date of termination, the Contractor shall provide extended support services and supplies for a period not to exceed four (4) months from the effective date of the termination. Support services and supplies shall continue to be paid pursuant to the terms and conditions of this Agreement.

27. **IN ADDITION TO THE AUDIT CLAUSE SET FORTH IN EXHIBIT C, ITEM #4:
FOR MEDIA PURCHASES:**

- A. For all media stations regulated by the Federal Communications Commission (FCC) the Contractor shall send written notice to the Media Station reminding the station of the record retention requirements for FCC billings logs.

- B. For any Media Station not subject to FCC regulation, the Contractor, or its subcontractors, shall incorporate the following language into every contract for advertisements placed under this contract:

MEDIA STATION IDENTIFICATION shall keep a station billings log, similar to that required by the Federal Communications Commission, or other documentation to verify spots aired. These logs must be maintained for at least one (1) year. Upon 15 days notice, MEDIA STATION IDENTIFICATION, shall permit the Internal Audits Office of the California Department of Consumer Affairs or its designee access to the required logs to verify spots billed.

Any contract for advertisements under this contract with media stations not regulated by the FCC failing to contain the above language shall be deemed unauthorized by the State and shall not be paid for by the State. Request for deviation from the above language shall be submitted in writing to the Contracts Unit of the Department of Consumer Affairs to the attention of the person listed in paragraph 5 of Exhibit A above.

28. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a. This contract
 - b. RFP BAR-10-06
 - c. Response to RFP BAR-10-06

O'Dwyer's
odwyerpr.com

Section H – Glossary

Added Value – A concept of marketing communications planning that recognizes the added value of a comprehensive plan that evaluates the strategic roles of a variety of communication disciplines for example, general advertising, direct response, sales promotion, and public relations—and combines these disciplines to provide clarity, consistency, and maximum communications impact.

Collateral Materials – Promotional materials, such as newsletters, brochures, catalogs, flyers, etc. used to reach consumers directly instead of through the mass media.

Co-op Advertising – Advertising funded by two or more destinations and /or suppliers. For example, a book publisher and a book retailer may combine their advertising dollars to advertise a specific book, or a soft drink manufacturer and a grocery store chain may combine their advertising dollars to advertise a specific soft drink and its availability or price at the grocery store chain's individual stores.

On-Strategy – The relationship between a marketing, public relations or advertising tactic to the overall strategy of the marketing, public relations or advertising campaign.

Production Values – A term derived from television, film, etc. The esthetics and quality of presentation of given information content; the elements that make up the complete media product. In electronic media, production values include cuts, dissolves, color, placement in the frame, editing, etc. In print; paper quality, ink color, placement on the page, size, shape, etc. Note that the concept does not really measure or describe emotional, social or intellectual value. A big-budget Hollywood motion picture is said to have high production values; an amateur home movie of baby's first steps shot with a handheld camcorder is said to have low production values.

Weight Level (or Media Weight) – Volume of audience delivered by an advertising campaign in terms of the number of commercials and advertisements, amount of insertions, time parameters, and budget; the total audience delivery. Also, the number of gross rating points an advertiser wants to place in a particular market.

Question and Answers for Bid #BAR-10-06 - Public Awareness and Education Campaign

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Sep 30, 2010 5:00:00 PM PDT