



REQUEST FOR PROPOSAL-Secondary Notice to Prospective Proposers

November 2022

You are invited to review and respond to this Request for Proposal (RFP), entitled C22706001, Department Brand Refresh and Marketing Programs. In submitting your proposal, you must comply with these instructions.

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

In the opinion of California Department of Parks and Recreation, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, prior to the Question and Answer Deadline, the contact person for this RFP is:

Shelley Gesicki
California Dept. of Parks and Recreation
Communications and Marketing Division
P.O. Box 942896
Sacramento, CA 94296
Shelley.Gesicki@parks.ca.gov
(916) 318-9972

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

Shelley Gesicki
Communications and Marketing Division

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** These documents are not required with the Proposal package but are required upon award of the contract.

A) Purpose and Description of Services

The California Department of Parks and Recreation (DPR) invites full service professional agencies with extensive backgrounds in creative design, advertising, marketing, and brand development to submit a proposal to lead both a brand strategy and refresh project for the department as well as the design, development and execution of a number of education and outreach campaigns that support the mission and goals of its divisions.

DPR is seeking a marketing firm with extensive experience in rebranding companies; experience rebranding public or government agencies is preferred. The selected firm will work closely with the Communications and Marketing Division to provide a comprehensive recommendation for a brand refresh for the organization. This shall include conducting research of our primary internal and external audiences to determine their perceptions and understanding of our brand; an audit of the Department's print and digital communications and the development of a brand strategy and structure. At the conclusion of the project, the selected firm will provide DPR with an executable brand package including detailed treatment of marketing materials (with graphic elements, fonts and color palettes), a tagline and a standards manual that will guide staff in seamlessly executing the new brand.

The rebranding effort will not include a redesign of the DPR's current logo. Instead, the rebranding will need to be developed using the current logo. It's important to note that in addition to the main DPR logo and identity, DPR also has separate logos for its divisions of Boating and Waterways, Off-Highway Motor Vehicle Recreation and Office of Historic Preservation. Whatever recommendation is given to rebrand the Department will need to keep these elements in mind and any changes or recommendations will be based on the research.

Additionally, DPR is seeking firms with sufficient resources, experience and abilities to provide marketing and advertising services to help DPR and its divisions reach its education and outreach goals. Services shall include market research, design and production, campaign planning, development, implementation, and evaluation as well as event management and support.

The contractor shall be responsible for conducting market research and analyzing previous campaign and program results to develop and execute the following campaigns utilizing all mediums, including, but not limited to, television, radio, print, outdoor, digital, and other emerging new technologies as a means to reach target audiences statewide and affect positive behavior change:

- Boating safety awareness campaign designed to increase life jacket use among recreational boaters and anglers.
- Environmental boating campaigns (3) designed to educate recreational boaters about the importance of implementing clean boating practices and boater sewage and its proper disposal as well as identifying aquatic invasive species.
- Off-Highway Vehicle campaign designed to highlight conservation efforts and/or promote safety.
- Department-wide recruitment campaign designed to attract a diverse set of employees to State Parks.
- Additional campaigns as needed.

1. Background

The California Department of Parks and Recreation, or California State Parks, is home to 279 state parks hosting approximately 70 million visitors annually. The California state parks system comprises the largest and most diverse natural and cultural heritage holdings of any state in the nation. It includes beaches, underwater preserves, historic homes, Spanish-era adobe buildings, museums, lighthouses, ghost towns, waterslides, wilderness, recreation areas, cultural preserves, and off-highway vehicle parks. State parks' peaks, deserts, redwoods, and coastlines are some of the most immediately recognizable natural features in the world.

Through its divisions of Boating and Waterways, Off-Highway Motor Vehicle Recreation, and Office of Historic Preservation, State Parks offers a variety of recreational and educational opportunities for Californians and their families as well as for both national and international visitors.

Since 2015 State Parks has been undergoing a transformation effort, evaluating how it conducts business, reorganizing its divisions and staff, and working on the formation of a marketing program. Strategic Marketing Goals for the Department have included:

- Expand access to all, grow overall number of park visitors, and ensure that park visitors reflect California's demographic makeup. *2015 Parks Forward Initiative*
- Aggressively market park facilities, programs and services with the goals of raising revenue in sustainable ways and making State Parks more relevant to the changing demographics of California, the US and the World. *2015 Transformation Action Plan*
- Build and deploy a comprehensive and compelling communications and marketing strategy, with the objectives: Conduct market research to understand and build the department's audience and potential partners, Optimize social media efforts and improve the public website to engage broader and more diverse audiences. *2021 The Path Forward Strategic Plan*

One of the actions from State Parks' Transformation effort, was the creation of the Communications and Marketing Division. This division was formed to coordinate internal and external communications for the department and its divisions of Boating and Waterways, Off-Highway Motor Vehicle Recreation and Office of Historic Preservation, and provide direction, leadership, strategy formulation, coordination and implementation of the department's media, press, public affairs, and marketing programs.

The marketing unit within the division is responsible for maintaining standardized and consistent branding and marketing the department's programs through campaigns, brochures, graphics, and park signage. The intent of the unit is to work with divisions and park units to promote the same messaging and look and feel that are aligned with an overarching marketing strategy—one that connects with stakeholders, promotes equitable access and diversity, inspires responsible recreation and attracts a next generation of stewardship. This goal will be carried out by providing staff with branding resources while still providing them with opportunities to be creative in promoting their parks and programs.

2. Missions

DPR's mission is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

The Division of Boating and Waterways (DBW) brings together a body of knowledge as the state's expert in recreational boating-related matters, including public access, safety and education, marine law enforcement, and consumer and environmental protection.

The Off-Highway Motor Vehicle Recreation Division (OHMVR) works to ensure quality recreational opportunities remain available for future generations by providing for education, conservation, and enforcement efforts that balance OHMVR recreation impacts with programs that conserve and protect cultural and natural resources.

3. Problem Statement

Historically the Department's branding has been inconsistent, and even with the merger of the Divisions under the Department, separate logos are still in place for each division. While branding is more than just the logo; it touches every aspect of the Department's visual representation and the ways in which the Department describes itself. Inconsistent use of the existing logo, and the existence of logos for each division as well as and for various programs, coupled with the misuse of design elements such as color palette, not only weaken the Department's brand identity, but it can also create confusion around official documents and DPR representatives. The Brand Standards Handbook was developed in 2007 and includes an outdated tagline and creative examples as well as a color palette and fonts that aren't used by most staff. Historically, marketing campaigns have been led by the Division of Boating and Waterways, which formerly was a separate Department, focusing on safety and environmental messages targeting boaters. Recently, in the past three years, campaigns focused on recruitment and OHMVR have been implemented.

**4. Goals and Objectives:
Brand Identity Refresh**

- a) Through research determine the perceptions and understanding of our brand and develop a brand strategy and structure that defines California State Parks' primary audiences, brand values, personality, value proposition, brand positioning and brand promise.
- b) Develop a brand package including detailed treatment of marketing materials (with graphic elements, fonts and color palettes), a tagline and a standards manual that will guide staff in seamlessly executing the new brand.

Campaign Development

Research, design and deliver behavior change marketing and/or education campaigns to:

- a) Increase awareness of life jacket use and boating safety within designated boating accident target areas.
- b) Educate recreational boaters about the importance of implementing clean boating practices and boater sewage and its proper disposal as well as identifying aquatic invasive species.
- c) Highlight the conservation efforts of the Off-Highway Vehicle Division.
- d) Recruit and attract a diverse set of employees to State Parks.
- e) Increase awareness of the DPR brand, programs and missions.

A key task of this contractor will be to evaluate previous campaign designs and messaging for campaigns to launch in March and May of 2023 to meet program goals; while simultaneously conducting research, evaluation and development of the rebranding, and then develop campaigns in year two of this contract that align with the refreshed branding of the Department that will be developed in year one.

B) Minimum Qualifications for Proposers

This procurement is open to all agencies or entities that, by the time of the proposal submission deadline, operate a full-service graphic design, communication, advertising, or public relations agency. Proposer must have and provide a copy of their California business license, must have an office within the State of California, and must provide a written statement that they can meet in-person annually, or as needed.

Proposers must certify they are financially stable and solvent and have adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State. The Proposer must submit evidence of adequate financial reserves or a Letter of Commitment of \$1,000,000.00 (one million dollars) from a Creditor (lender) recognizing that payments from the State may be delayed beyond 90 days, and that the Proposer has adequate financial resources either through its cash reserves or an open line of credit to cover approximately four (4) months of delayed payments which could total more than \$1 million.

After the period has closed for receipt of proposals, each proposal will be evaluated to determine compliance with the Minimum Proposal Qualifications Submission Checklist (Attachment 1). If a proposal does not meet all requirements, it will be considered nonresponsive and rejected from further competition.

DPR will screen each proposal to determine if it meets the minimum proposal qualifications and is responsive to the RFP. The Evaluation Committee will evaluate proposals that meet the minimum qualifications and are determined to be responsive. The Evaluation Committee will score the proposals according to a scoring system described below. The contract will be awarded to the responsible Proposer earning the highest overall score. The maximum number of points a Proposer can receive will be 1,000 points

1) Proposal Requirements and Information

1). Definitions and Terms

- a) DPR has established certain requirements with respect to bids to be submitted by prospective Proposers. The use of "shall", "must", "mandatory", or "required" in the RFP must be followed unless exempt by law, or granted exemption by the Department of General Services (DGS).
- b) The word "should" in the RFP indicates desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material will not in itself cause rejection of the proposal. The word "may" is a policy or procedure guideline presented as a helpful aid, and if not material, it may be waived by DPR.
- c) DPR" refers to California Department of Parks and Recreation; "DBW" refers to the California State Parks Division of Boating and Waterways; "OHMVR" refers to the Off-Highway Motor Vehicle Recreation Division.
- d) "Proposer(s)" refers to contractors responding to this RFP.
- e) "Material Deviations" means a deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the vendor or on the cost to DPR Office. Material deviations cannot be waived.

2) Rules and Conditions

- a) The competitive bidding process being used for this procurement of services is known as the RFP Secondary Method. Proposals will first be reviewed for compliance with the Minimum Proposal Qualifications Submission Checklist. Each respondent must establish its ability to meet each stated requirement. All proposals must include all required items listed in Attachment 1, Minimum Proposal Qualifications Submission Checklist. Those proposals that meet these requirements will then be evaluated according to the criteria in Section C.8., Evaluation Process, of this document.
- b) The laws, procedures, and policies of the State of California shall govern all Services provided under the agreement from this RFP.
- c) The Proposer agrees to comply with the State's General Terms and Conditions (GTC 4/2017) found at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.
- d) Travel in the state shall be governed by the California Department of Human Resources (CalHR) rules and will be paid for under the contract. Refer to Exhibit E, item 14, Reimbursement for Meals and Lodging, for the current rates and amounts to be adhered to, which are subject to change by the CalHR.
- e) DPR reserves the right to accept or reject any or all proposals received because of this RFP, or to modify or cancel all or part of this RFP, if it is in the best interest of the State to do so.

3) Key Action Dates

Listed below are key action dates and times by which actions shall be taken or completed. Proposers failing to comply with the dates and times for the proposal submission date shall be disqualified from the bidding process. Please note that all dates and times require compliance, no extensions of time will be allowed. If DPR finds it necessary to change any date or time for actions up to and including the submission due date, notification shall be by written addendum:

Key Action Dates		
Event	Date	Time (PDT)
RFP available to prospective proposers	November 9, 2022	9:00 AM
Proposer's questions due (Questions must be emailed)	November 17, 2022	5:00 PM
Response to Written Questions Online	November 30, 2022	3:00 PM
Addendum Deadline	November 30, 2022	3:00 PM
Final Date for Proposal Submission	December 12, 2022	2:00 PM
Proposal Evaluation Completed	December 19, 2022	5:00 PM
Notice of Intent to Award	December 28, 2022	3:00 PM
Proposal Award Date	January 11, 2023	9:00 AM
Anticipated Start Date or Upon DGS Approval	February 20, 2023	

4) Contract Term

This agreement will be for a three-year term at a cost not to exceed \$12.5 million commencing approximately February 20, 2023. The term of the Agreement is “February 20, 2023, or upon Department of General Services (DGS) approval , whichever is later through February 20, 2026.”

5) Amendment Options

DPR retains the option to amend the contract for either time or budget including two one-year amendments, upon the discretion of the state for a total of five years. Upon signing the amendment, the contractor hereby agrees to provide services for the extended periods at the same rates and terms specified in the original Agreement.

6) Cost Detail Format and Requirements

The total amount of this contract may not exceed \$12.5 million. This RFP requires the submission of a hypothetical project and campaign for evaluation purposes as shown in Evaluation Criteria Tasks Item 2. The total costs of all tasks and milestones for the hypothetical project and campaign to be given in Attachment 4: Cost Proposal Amount Bid Form cannot exceed the total contract amount.

7) 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 may be cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to DPR by dates and times shown in Section C, Proposal Requirements and Information, Item 3, Key Action Dates (page 7). Proposals received after this date and time will not be considered.
- d) Proposers shall include one original and three (3) hard copies in separate 3-ring binders in its submittal containing both its Technical Proposal and its Cost Proposal. The original must be clearly marked “Original” on its face and spine, and each copy must be marked with the Proposer’s name and numbered 1 through 3 on their spines. Each Proposer shall also include one electronic version of its Proposal in a printable and searchable .pdf format. The .pdf shall not be password protected.
- e) The original proposal must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes 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:

Proposer's Name and Address
California Dept. of Parks and Recreation
Communications and Marketing Division
RFP Number C22706001
DO NOT OPEN UNTIL
December 7, 2022

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

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals must include a Table of Contents and the documents identified in Attachment 1,

Minimum Proposal Qualifications Submission Checklist. Proposals not including the proper "Attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

- h) Mail or deliver proposals to the following address:

Shelley Gesicki
California Department of Parks and Recreation
Communications and Marketing Division
P.O. Box 942896
Sacramento, CA 94296
Telephone: (916) 318-9972 Email:shelley.gesicki@parks.ca.gov

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j) A proposal will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 3, Proposal/Proposer Certification Sheet. 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 as set forth in the Key Action Dates. 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 authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) 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. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party

8) Evaluation Process

- a) At the time of 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, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation
 - 1. The evaluation team shall determine a consensus scoring for each item in the Proposal based on the team’s verbal discussion of each Proposer’s responses. To determine the consensus scoring, evaluators will carefully review and discuss the completeness of the Proposer’s response, as well as clarity of documentation presented in the proposals submitted in response to this RFP. The evaluation team will establish a score for each item based on the consensus of the team. **NOTE: There will be no individual sheets, no written scores, and no written notes.**
 - 2. The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 560 non-cost points must be achieved in this phase to be considered responsive. A responsive proposal is one that meets or exceeds the requirements stated in this RFP.
 - 3. The following list of Evaluation Criteria Items summarizes the tasks, the weighting of importance for each task, and the maximum number of points to be awarded by the evaluation team:

EVALUATION CRITERIA		
ITEM	TASK	MAXIMUM POINTS POSSIBLE
ITEM I	Demonstrate Experience and Ability	
1	a) History of Experience	200
	b) References	100
	c) Resumes and work samples	200
2	Effective Work Plan and Schedule (Deliverables)	200
	TOTAL NON-COST POINTS	700
ITEM II	COST – Proposal Amount	300
TOTAL	MAXIMUM POINTS POSSIBLE	1,000

EVALUATION CRITERIA TASKS

Item I: Demonstrate Experience and Ability Item

1.a. History of Experience

ISSUE:

DPR needs a highly qualified contractor to support statewide marketing and communication multimedia campaigns. The history of the Proposer’s experience must reflect its culture, quality, and potential for continued success. The Proposer must demonstrate to DPR that their company is qualified to support DPR.

RESPOND TO:

Proposer shall provide a signed statement which includes the number of years that your company has been in business, a descriptive list of your creative design, advertising, marketing and brand development experience, as well as specialty areas, resources, accomplishments, philosophies with respect to customers and employees, and any other significant items that describe the history, growth, and development of your enterprise. Each Proposer must clearly state the total number of years of experience. Please limit this response to three pages

EVALUATION:

The Proposer will be evaluated based on the statement submitted. The Proposer will be assigned points for its response to the above, based on the criteria listed below.

	Type of Response	Points
1	Possess 10+ years as a multimedia campaign service company.	200
2	Possess 8 to 9 years as a multimedia campaign service company.	150
3	Possess 6 to 7 years as a multimedia campaign service company.	100
4	Possess less than 5 years as a multimedia campaign service company.	50
5	Does not possess experience as a multimedia campaigning service company	0
	MAXIMUM POINTS POSSIBLE	200

EVALUATION CRITERIA TASKS

Item I: Demonstrate Experience and Ability

Item 1.b. References

ISSUE:

DPR needs a highly qualified Contractor to support a brand refresh of the Department as well as the implementation of several statewide marketing campaigns. The history of the Proposer’s experience must reflect its culture, quality, and potential for continued success. The Proposer must demonstrate to DPR that their company has positive references from other companies regarding the Proposer’s creative design, advertising, marketing and brand development to be qualified to support DPR. References must come from clients of at least three years.

RESPOND TO:

Please provide contact information on Attachment 2, Bidder References, and three references from contracts that the Proposer currently has or has had since 2012 including at least two references from an organization that was provided rebranding services and at least one from a government agency with a statewide media campaign with billings of at least two million dollars annually. Provide clients’ contact information, references, and point of contact. Please limit summary to three pages, plus attachments.

EVALUATION:

The Proposer will be evaluated based on the statement submitted. The Proposer will be assigned points for its response to the above, based on the criteria listed below.

	Type of Response	Points Possible
1	One or more of the three references stated that the Proposer performed or is performing in a positive manner for five years or more .	100
2	All three references stated that the Proposer performed or is performing in a positive manner for three years or more .	50
3	One or more of the references are/were negative about the Proposer	0
4	Did not provide contact information sufficient to evaluate the Proposer's performance.	0
5	Did not provide three references.	0
	MAXIMUM POINTS POSSIBLE	100

EVALUATION CRITERIA TASKS

Item I: Demonstrate Experience and Ability

Item 1.c. Proposer Staff/Consultants' Résumés and Work Samples

ISSUE:

DPR needs a highly qualified Contractor to support a brand refresh of the Department as well as the implementation of several statewide marketing campaigns. The expertise of the Proposer's personnel shall demonstrate competency and qualification. The Proposer must demonstrate to DPR that its staff and/or prospective consultants have experience in developing, implementing, and evaluating multi-faceted marketing campaigns and branding for similar organizations.

RESPOND TO:

Proposer shall identify key staff and consultants who will participate on this contract. Proposer shall identify their roles and responsibilities and shall provide résumés that include academic and professional achievements. Proposer shall submit two work samples of each person's work that most closely corresponds to DPR and its divisions' missions. Additionally, provide a description of the Proposer's projects or work samples that are relevant or closely related to this branding refresh project. The costs of these staff and consultants shall be included on the Cost Proposal Amount Bid Form.

The Proposer will be evaluated based on the competency and qualifications of these key staff and consultants as described in the résumés and by the work samples submitted. The Proposer will be assigned points for its response to the above, based on the criteria listed below.

	Type of Response	Points Possible
1	Résumés and work samples of key staff and consultants demonstrate competency and qualification requirements	200
2	Work samples met the qualification requirements	100
3	Did not meet the qualification requirements	0
	MAXIMUM POINTS POSSIBLE	200

EVALUATION CRITERIA TASKS

Item 2 Effective Work Plans and Work Schedules (Deliverables)

ISSUE:

DPR needs an innovative, strategic thought-leader who will help drive our brand forward while remaining flexible and agile in the face of a multi-faceted community. DPR also needs a highly qualified Contractor to support the most efficient combination of media and geographical reach that maximizes statewide exposure and impact for a variety of campaigns. The expertise of the Proposer shall demonstrate effective, creative deliverables for the following hypothetical project and campaign.

RESPOND TO:

This proposal includes a brand refresh project and up to six campaign areas in section A. Purpose and Description of Services. For scoring purposes of this item, the Proposer shall provide the following deliverables:

Work plan, work schedule and budget for a branding refresh project including methodology for research, evaluation and execution along with the schedule, timing, costs for creative development (up to three designs) and delivery of an updated brand book with all templates.

Work plan and work schedule including sample creative themes/art and recommended media buys (net – no media commissions allowed in this contract) for the following hypothetical boating safety campaign with a total budget of \$2,000,000 designed to reach boaters encouraging the use of life jackets, targeting the 5 media markets and demographics as determined by DBW’s latest boating accident data report. Work plan should include estimated costs for creative design, labor including account management and research, production and recommended media spend and flowchart. Typically the boating safety campaign runs heavy during the busy May-September boating season with year-round social media support as well as signage at marinas, and boating event support and management. To be considered effective, this deliverable must demonstrate the best use of behavior change messaging and media best practices to provide measurable results within the budget given above. Deliverables may include, but are not limited to: traditional and digital media placements, numbers of impressions and frequency over a specified time period.

EVALUATION:

The Proposer will be evaluated on the deliverables submitted. The Proposer will be assigned points for its response to the above, based on the criteria listed below.

Type of Response	Points Possible
Three effective and creative work plans and work schedules (deliverables)	200
Two effective and creative work plans and work schedules (deliverables)	100
Less than effective or creative work plans and work schedules	0
MAXIMUM POINTS POSSIBLE	200

EVALUATION CRITERIA TASKS

ITEM II COST Proposal Amount

ISSUE:

DPR must balance the level of services provided by the contractor with the cost to provide said services. Therefore, the cost of the proposal significantly influences the overall score of the proposal. The amount of the proposal will be weighted at 30% of the total RFP evaluation.

RESPOND TO:

Proposer must complete and sign Attachment 4: Cost Proposal Amount Bid Form, and include it with the Proposal response.

EVALUATION:

The Proposer will be evaluated based on the Bid Form submitted. The Proposer will be assigned points based on the lowest cost proposal as shown below.

Type of Response			Points Possible
Lowest Cost Proposal			300
EXAMPLE:	Lowest Cost Proposal:	Cost A = \$10,000	0 – 299
	Other Cost Proposals:	Cost B = \$12,000	
		Cost C = \$15,000	
Lowest Cost Proposal:	<u>Proposer A = \$10,000</u>		
Other Cost Proposal:	Proposer B = \$12,000	= 0.83 X 300 = 249	
Lowest Cost Proposal:	<u>Proposer A = \$10,000</u>		
Other Cost Proposal:	Proposer B = \$15,000	= 0.66 X 300 = 200	
MAXIMUM POINTS POSSIBLE			300

9) Glossary of Technical Terms

Behavior Change Marketing	A systematic approach using marketing research and advertising methodology to create positive changes in behaviors, such as recreation, safety and conservation.
Boating Accident Target Areas (BATAs)	Water bodies grouped according to media market areas where DPR has boating accident and fatality data.
Brand Awareness	The extent to which an audience is able to recall or recognize a brand. It is a key consideration in consumer behavior, advertising and brand management and strategy development.
Contract Term	The effective date range of the Contract from the Contract effective date to the Contract termination date
Contractor	A party contracting with the awarding agency (DPR). <i>Vendor</i> is often used synonymously with <i>Contractor</i> .
Data Dashboards	Visual displays of the most important information needed to achieve one or more objectives; consolidated and arranged on a computer screen so the information can be monitored at a glance.
DPR/Division Staff	Any person working for DPR or its divisions which may include volunteers, partners, contractors and concessionaires as identified by DPR.
Experiential Street Teams	A marketing method using three to four people at events who will reach out to the target audience with designated information to create awareness.
Frequency	The average number of times a person is exposed to an advertising message.
Full Service Professional Agency	A business that designs and implements a complete range of marketing and advertising services, including strategic planning, production, creativity, and multimedia placement/delivery.
Net Media Charges/Cost	The total cost of a media vehicle which <u>does not include</u> the commission that is typically returned to the buying agent.
Impressions	The numbers of audience members delivered by a media schedule without regard to duplication. Impressions are obtained by adding the products of the audiences of each media vehicle used multiplied by the number of uses, or by multiplying the Target Rating Points by the population.
Media Market Area	A region where the population can receive the same (or similar) television and radio station offerings and Internet content. A media market area can coincide or overlap with one or more metropolitan areas.

10) Award and Protest

a) Intent to Award

1. Upon selection of a proposed contractor, a Notice of Intent to Award will be posted in a public place in the Department of Parks and Recreation, 715 P Street, Sacramento, CA 95814, for five (5) working days prior to awarding the agreement.
2. Proposals, cost data and evaluation forms will be regarded as public record and available for public inspection at the conclusion of the committee scoring process. (Government Code Section 6250 et seq. and Public Contract Code 10344(c)(2)).

b) Protest Procedures

1. If any Proposer, prior to the award of agreement files a protest with both DPR, Protest Coordinator, Business Management Services, Contract Unit, PO Box 942896, Sacramento CA 94296; and DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, fax number (916) 376-5088, on the grounds that the protesting Proposer would have been awarded the contract had DPR correctly applied the evaluation standard in the RFP, or if the agency followed evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that the Proposer hand deliver or fax the protest so it is timely received prior to the award.
2. Within five (5) days after filing the initial protest, the protesting, Proposer shall file with DPR and DGS, a detailed statement specifying the grounds for the protest. The contract may not be awarded until the protest is withdrawn or DGS has rendered a decision.
3. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency 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 www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
4. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.

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.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

12) Agreement Execution and Performance

- a) Performance shall start on the express date set by the awarding agency and the Contractor, 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. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

13) DPR Advocates

DPR Small Business and DVBE Advocates are available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors.

DPR ADVOCATE: Michele Sakamoto (916-654-9788) Michele.sakamoto@parks.ca.gov

D) Preference Programs

1) Small Business Preference – www.dgs.ca.gov/pd/Programs.aspx (SB/DVBE - OSDS tab)

- a) Small Business Preference: A five percent (5%) preference will be granted to a bidder properly certified as a California Small Business, Microbusiness, or Non-Small Business with a Small Business or Microbusiness subcontracting for a minimum of 25% of the bid amount, in accordance with Title 2, California Code of Regulations, Section 1896, et seq. A five (5) percent preference will be granted to a bidder properly certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code section 999.50. Applications shall be on file at the Department of General Services, Small Business and DVBE Certification, 707 Third Street, First Floor, Room 400, West Sacramento, CA, 95605, by 5 p.m. on the day proposals are due.
- b) Indicate in Proposal whether or not your firm is claiming preference as a certified small business. See Proposal/Proposer Certification Sheet.

2) DVBE Participation Requirement

- a) The DVBE participation requirement for this solicitation has been waived – however the DVBE Incentive still applies. There is no minimum DVBE participation requirement for this solicitation. See Attachment 5.

3) Non-Small Business Preference

- a) A five percent (5%) preference will be granted to non-small business proposing firms subcontracting for at least twenty-five percent (25%) of the total Cost Proposal amount with one or more certified small business subcontractors/suppliers in accordance with Title 2, California Code of Regulations, Section 1896, et seq.
- b) Each listed certified small business shall perform a “commercially useful function” in the performance of the Agreement as defined in the Government Code Section 14837(d)(4).
- c) If claiming the non-small business subcontractor preference, Proposer shall include in its Proposal the completed form titled *Small Business Subcontractor Participation Worksheet, Form DPR 85* located in the *Preference Programs Section of the RFP*.
- d) Completed certification applications and required support documents shall be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. on the proposer due date, and the OSDS shall be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

E) Required Attachments

Attachment 1 - MINIMUM PROPOSAL QUALIFICATIONS SUBMISSION CHECKLIST

<p>Each proposal will be evaluated to determine compliance with the Minimum Qualifications.</p>	<p>PROPOSER:</p> <p>EVALUATOR:</p> <p>DATE:</p>	
EVALUATION CRITERIA	YES	NO
A. One (1) printed original plus four (4) copies and one digital copy of proposal received prior to the specified deadline under sealed cover.		
B. Cover Letter/Introduction (Maximum of two (2) pages)		
C. Table of Contents		
D. Demonstrate Experience and Ability		
1. History of Experience – Signed statement which includes the number of years that your company has been in business, a descriptive list of your creative design, advertising, marketing and brand development experience, as well as specialty areas, resources, accomplishments, philosophies with respect to customers and employees, and any other significant items that describe the history, growth, and development of your enterprise. Clearly state the total number of years of experience. Response limited to three pages.		
2. References - Three letters of reference from contracts that the Proposer currently has or has had since including at least two references from an organization that was provided rebranding services and at least one from a government agency with a statewide media campaign with billings of at least two million dollars annually. Provide clients' contact information, references, and point of contact.		
3. Resumes and Work Samples - Key staff and consultant list who will participate on this contract. Identify their roles and responsibilities and provide résumés that include academic and professional achievements. Include two work samples of each person's work. Additionally, provide a description of the Proposers projects or work samples that are relevant or closely related to this branding refresh project		
5. Work Plans and Work Schedules (Deliverables) – Work plan and work schedule and budget for a branding refresh project, and work plan and work schedule including sample creative themes/art and recommended media buys for a hypothetical boating safety campaign.		
5. Written statement confirming the Proposer can meet with DPR in-person annually, or as needed.		
E. Required Documents		
1. Signed document such as a financial statement or Letter of Commitment from a Creditor (lender) for \$1 million to certify financial stability with adequate cash reserves to meet all financial obligations while awaiting reimbursement.		
2. Licenses – Copy of current California business license from the city or county in which the business office is located, however, if a corporation, a copy of their incorporation documents/letter from the Secretary of State's Office can be submitted.		
3. Attachment 2, Bidder References		
4. Attachment 3, Proposal/Proposer Certification Sheet		
5. Attachment 4, Completed Cost Proposal Amount BID FORM		

Attachment 2 – BIDDER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your bid **will cause** your bid to be rejected and deemed non-responsive.

List below three references for services performed since 2012, which are similar to the scope of work to be performed in this Agreement. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1		
Name of Firm:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Telephone:	
Dates of Service:	Value or Cost of Service: \$	
Brief Description of Service Provided:		
REFERENCE 2		
Name of Firm:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Telephone:	
Dates of Service:	Value or Cost of Service: \$	
Brief Description of Service Provided:		
REFERENCE 3		
Name of Firm:		
Street Address:		
City:	State:	Zip Code:
Contact Person:	Telephone:	
Dates of Service:	Value or Cost of Service: \$	
Brief Description of Service Provided:		

Attachment 3 – PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return Section C, Proposal Requirements and Information, nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.

- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Email		
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 and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes No	b. Disabled Veteran Business Enterprise Yes No	
If yes, enter certification number: <input type="checkbox"/> <input type="checkbox"/>	If yes, enter your service code below: <input type="checkbox"/>	
_____	_____	
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 OSDS, 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 OSDS.

Attachment 4 – Cost Proposal Amount BID FORM

Service	Estimated # of hours per year		Rate per hour	Total cost
<i>Project Director or Equivalent</i>		X		
<i>Creative Director or Equivalent</i>		X		
<i>Media/Digital Director or Equivalent</i>		X		
<i>Account Executive/ Brand Manager(s)</i>		X		
<i>Media Planner/ Buyer(s) or Equivalent</i>		X		
<i>Art Director or Equivalent (s)</i>		X		
<i>Video/Web Editor or Equivalent (s)</i>		X		
<i>Social Media Coordinator(s)</i>		X		
<i>Support Staff</i>		X		
<i>Consultant(s)</i>		X		
<i>Annual Personnel Costs</i>	NOTE: Rate per hour must include an averaging of the anticipated Cost of Living Adjustments (COLAs) over a three-year period.			
<i>Annual Business Expenses</i>	Business expenses such as telephone, mailing or faxing services, license, taxes, fees, etc., (commonly known as "overhead").			
<i>Annual Net Media Buys and Outside Production Expenses*</i>	NOTE: No commission fees are allowed from media buys; a billable agency fee will be derived from combining business expenses and personnel costs.			
Total Annual Cost				\$
Total Annual Costs x 3**				\$

* Combined outside of agency production expenses and media buys for one year of the hypothetical project and campaign described in Item 2 – Effective Work Plans and Work Schedules (deliverables).

** The highest number of cost points are awarded to the lowest cost proposal.

The estimated hours above are estimates only and this is no guarantee as to the actual number of hours needed; they may be lower or higher. The rate per hour prevails. The "cost quote" above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder. However, the actual personnel and business expenses quoted in the Cost Proposal Amount Bid Form shall be binding for the term of the Agreement and may be combined as a billable monthly "agency fee". Deliverables/tasks to be identified along with the anticipated number of hours/cost per deliverable once the contract is awarded

Submitted by: _____ Date _____

Company Name: _____

Disabled Veteran Business Enterprise (DVBE) Notice

DVBE Incentive for Request for Proposal (RFP), Secondary Method (Participation Requirement Waived)

1. Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.

**The DVBE Participation Requirement for this solicitation has been waived –
however the DVBE Incentive still applies.
There is no minimum DVBE participation requirement for this solicitation.**

2. What is a Disabled Veteran Business Enterprise (DVBE)?

- a. For a business to be considered a Disabled Veteran Business Enterprise (DVBE), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94. Please see the following website for more information about DVBE certification benefits and eligibility requirements:
<http://www.pd.dgs.ca.gov/smbus/dvbecert.com>.
- b. Only DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE participation and/or incentive program requirements.

3. Commercially Useful Function Definition

- a. 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.
- b. A person or entity must perform a commercially useful function (CUF) as defined under Military and Veterans Code (MVC) §999.
- c. 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.

4. What is the DVBE Incentive Program?

- a. The DVBE Incentive Program was established by statute and applies to contracts solely financed by State funds. This program is separate from the DVBE Participation Program. The incentive is designed to encourage bidders to partner with DVBE subcontractors.

- b. The incentive may be combined with other incentives and preferences up to an established cap of \$100,000.00. **The incentive is used only for evaluation purposes and does not alter the amounts of the actual bids.**
- c. **Reporting Requirement, pursuant to Military & Veteran Code (MVC) 999.5 (d);** If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:
 - i) the total amount the prime contractor received under the contract
 - ii) the name and address of the DVBE(s) that participated in the performance of the contract
 - iii) the amount each DVBE received from the prime contractor
 - iv) that all payments under the contract have been made to the DVBE(s)
 - v) the actual percentage of DVBE participation that was achieved
- d. Contractor is required to report to DPR the actual amounts spent with each DVBE subcontractor on DPR 489. If awarded the contract you will receive this form at the completion of the contract. Failure to submit a completed DPR 489, as applicable, will deem the contractor non-compliant to the state contract and will be subject to civil penalty under MVC 999.5 (d).

5. Who is eligible to receive the incentive?

- a. Any responsive and responsible bidder who has attained .01% DVBE participation or higher.

6. Documentation

- a. Bidders must document DVBE participation commitment by completing and submitting the following forms:
 - 1) DPR 486, Bidder's DVBE Participation: The DPR 486 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. **The form must be submitted with the bid package.** If there is a discrepancy between the declared dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.
 - 2) STD 843, DVBE Declarations: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A STD 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime contractor or subcontractor.
- b. Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.
- c. Information submitted by the bidders to claim the DVBE incentive(s) 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.

7. How does the DVBE Incentive Program Work?

- a. The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of \$100,000.00 is set for all combined incentives and preferences.
- b. For contracts to be awarded based on the High Score Method, incentive points are included in the sum of non-cost points. Incentive points cannot be used to achieve any applicable minimum point requirements. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

c. Table A – RFP Secondary (High Score) Method

Confirmed DVBE Participation of	DVBE Incentive Amount for RFP Secondary Method
5% or more	5% of total possible points
4% - 4.99%	4% of total possible points
3% - 3.99%	3% of total possible points
2% - 2.99%	2% of total possible points
.01% - 1.99%	1% of total possible points

8. Computation Method

Secondary/High Score Method

Proposer Name	A	B	C
DVBE Participation for certified DVBE Prime or Subcontractors	0%	4.5%	8%
Responsive and Responsible	Yes	Yes	Yes
Technical Proposal (70 points maximum)	60	55	68
Cost Proposal (30 points maximum)	30	29	26
Total Possible Points aka high Score (100 max) Technical Proposal Pts. + Cost Proposal Pts.)	90	84 (55 + 29)	94 (68 + 26)
DVBE Incentive (from Table A)	n/a	4%	5%
Incentive Amount (Proposer's DVBE Incentive x total possible points)	n/a	4 (4% x 100)	5 (5% x 100)
Adjusted Score (Proposer's Score + Proposer's Incentive Amount)	90	88 (84 + 4)	99 (94 + 5)
Rank:	2	3	1

9. Substitution of Proposed DVBE

- a. If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- b. The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated DPR 486 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- c. Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the State. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

10. To locate DVBE contractors:

- a. Contact the department's contracting official named in this solicitation for any DVBE contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance: www.parks.ca.gov/advocate.
- b. Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:
www.Caleprocure.ca.gov
- c. 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.Caleprocure.ca.gov
- d. The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

1. The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the “Disabled Veteran Business Enterprise (DVBE) Participation Program.” As mandated by law, state agencies have a goal to award at least 3% of their annual contract dollars to certified DVBE’s.
2. When a firm bids on a state DPR contract that contains DVBE participation, the firm may benefit from the DVBE Incentive program. We encourage all suppliers to obtain as much DVBE participation as possible.
3. **INCOMPLETE DOCUMENTATION (DPR 486 AND STD 843) MUST RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.**
4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a. DPR 486 - Part 1

- All DVBE participation is indicated.
- The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- A copy of the printout from eProcurement system showing the company’s DVBE certification status.
- The DVBE participation percentage listed agrees with the dollar value claimed.

b. DPR 486 - Part 2

- Signed “Bidder’s Certification”

c. STD 843

- A completed and signed STD 843 is included with the bid for every DVBE (whether prime contractor or subcontractor) included.

ATTACHMENT 6

State of California
Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Small Business (SB) Notice 5% Small Business Preference

1. What is a California Certified Small Business (SB)?

- a) For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.

b) Your business may be eligible if it meets all of the following*:

1. Must be independently owned and operated.
2. Cannot be dominant in its field of operation.
3. Must have its principal office located in California.
4. Must have its owners (or officers in the case of a corporation) domiciled in California.
5. Together with its affiliates, be either:
 - ° A business with 100 or fewer employees, and an average annual gross receipts of \$14 million or less over the previous three tax years, or
 - ° A manufacturer with 100 or fewer employees.
6. Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than \$3,500,000 or, the small business is a manufacturer with 25 or fewer employees.

* For additional details visit the Department of General Services (DGS) web site at:
www.dgs.ca.gov/pd/Programs/OSDS.aspx.

2. What is the SB Preference?

- a) State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB.
- b) The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>

3. **In no event shall the SB preference or non-SB subcontracting reference exceed \$50,000 in any single bid.**

4. How does the 5% Small Business (SB) Preference Work?

a) The following example shows how the 5% preference computation works, and how it is used to determine a successful bidder.

Bidder	Bid Amount	Bid After 5% Preference	Small Business Status
1	\$30,750	\$30,750	Claims small business status, but is not CA certified
2	\$28,975	\$28,975	Does not claim to be a small business
3	\$29,520	\$29,520	Claims small business status, but their CA certification has expired
4	\$29,870	\$28,421	Claims small business and <i>is</i> CA Certified

b) Computation Method

1. Five percent is applied to the lowest (non-certified small business) responsible bid ([Bidder 2] \$28,975 x .05 = \$1448.75).
2. The preference amount (\$1,448.75) is subtracted from the certified small business (Bidder 4's) bid amount (\$29,870 - \$1,448.75 = \$28,421.25).
3. Bidder 4's computed total is \$28,421.25, making them the lowest bidder.
4. The contract is awarded to Bidder 4 for \$29,870.

c) NOTE: *The 5% SB preference is applied to currently certified and registered small businesses and is used for bid evaluation purposes and does not alter the bid's actual amount.*

5. Documentation

- a) Bidders must provide a printout from the State's SB/DVBE vendor system showing your certification and expiration date from the following web site. www.Caleprocure.ca.gov
- b) If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete DPR 85 with your bid. An evaluated bid under the 25% SB subcontracting qualification cannot displace a certified and registered SB.
- c) At completion of performance and when SB participation was included toward SB goals under this contract, then the contractor must complete and submit form DPR 489 to the State's designated representative under this contract and within the time specified within the contracting documents or within 60 days of receipt of final payment, whichever is sooner.

6. Information submitted by the bidders to claim the SB Preference 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

7. To locate SB/MB contractors:

- a) Contact the department's contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance - www.parks.ca.gov/advocate.
 - b) Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at www.Caleprocure.ca.gov
 - c) 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 SB/MB.
 - d) 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.Caleprocure.ca.gov
8. The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies SB/MB contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor - Room 400
West Sacramento, CA 95605

www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

Attachment 8 – Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER
C22706001

PURCHASING AUTHORITY NUMBER (If applicable)

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

TBD

Sample

2. The term of this Agreement is:

START DATE

Notice to Proceed (NTP)

THROUGH END DATE

Three years from (NTP)

3. The maximum amount of this Agreement is:

\$12,500,000.00 - Twelve million five hundred dollars and zero cents.

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.

EXHIBITS	TITLE	PAGES
Exhibit A,	Scope of Work	1
Exhibit A-1	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Proposal Amount Bid Form	1
Exhibit C*	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Special Terms and Conditions	5
Exhibit E	Additional Terms and Conditions	3

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

TBD

CITY

TBD

STATE

CA

ZIP

TBD

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

TBD

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

715 P Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Gloria Sandoval

TITLE

Deputy Director of Public Affairs

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A
(Standard Agreement)**

Contractor's Name:
Agreement Number: C22706001

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) Comprehensive Advertising, Branding and Marketing Programs services as described herein:

Contractor shall provide professional advertising, creative design, marketing and branding development and perform effective research, planning, production, media buying, public relations and project management of a variety of marketing, education, recruitment, safety and environmental awareness campaigns consistent with the missions of DPR and its Boating and Off-Highway Motor Vehicle divisions as outlined in Exhibit A, Attachment 1.

This Agreement may be amended to extend the term up to five years by two, one-year periods if it is determined to be in the best interest of the state. Upon signing the amendment, the contractor hereby agrees to provide services for the extended period at the rates and terms specified in the original Agreement.

2. The services shall be performed at:
Work will be performed at the primary office location of the selected contractor. Contractor shall provide DPR or designated State Representatives access to the administrative officer during normal working hours of Monday through Friday except holidays unless pre-approved in writing to do otherwise.
3. The services shall be provided during:
Normal Working Hours (9a.m. to 5 p.m. Monday through Friday except State Holidays. Contract deliverables include messaging, events and outreach seven days a week 24 hours per day. Service implementation and response times may require work outside of the normal working hours.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	
Section/Unit:	Communications and Marketing Division	Section/Unit:	
Attention:	Shelley Gesicki	Attention:	
Address:	P.O. Box 942896	Address:	
City/State/Zip Code:	Sacramento, CA 94296	City/State/Zip Code:	
Phone:	(916) 318-9972	Phone:	
Fax:		Fax:	
Email Address:	Shelley.Gesicki@parks.ca.gov	E-mail Address:	

EXHIBIT A, ATTACHMENT 1 SCOPE OF WORK

Contractor's Name:
Agreement Number: C22706001

Page 1 of 5

A. Purpose and Description of Services

This agreement shall secure full service professional creative design, advertising, marketing and brand development services to execute both a brand strategy and refresh project for the Department of Parks and Recreation (DPR) as well as design, develop and execute of a number of education and outreach campaigns that support the mission and goals of DPR's divisions.

The contractor will work closely with the Communications and Marketing Division to provide a comprehensive recommendation for a brand refresh for the organization. This shall include conducting research of our primary internal and external audiences to determine their perceptions and understanding of our brand; an audit of the Department's print and digital communications and the development of a brand strategy and structure. At the conclusion of the project, the contractor will provide DPR with an executable brand package including detailed treatment of marketing materials (with graphic elements, fonts and color palettes), a tagline and a standards manual that will guide staff in seamlessly executing the new brand.

The rebranding effort will not include a redesign of the DPR's current logo. Instead, the rebranding will need to be developed using the current logo. It's important to note that in addition to the main DPR logo and identity, DPR also has separate logos for its divisions of Boating and Waterways, Off-Highway Motor Vehicle Recreation and Office of Historic Preservation. Whatever recommendation is given to rebrand the Department will need to keep these elements in mind and any changes or recommendations will be based on the research.

The contractor shall provide marketing and advertising services to help DPR and its divisions reach its education and outreach goals. Services shall include market research, design and production, campaign planning, development, implementation, and evaluation as well as event management and support.

The contractor shall be responsible for conducting market research and analyzing previous campaign and program results to develop and execute the following campaigns utilizing all mediums, including, but not limited to, television, radio, print, outdoor, digital, and other emerging new technologies as a means to reach target audiences statewide and affect positive behavior change:

- Boating Safety awareness campaign designed to increase life jacket use among recreational boaters and anglers.
- Environmental boating campaigns (3) designed to educate recreational boaters about the importance of implementing clean boating practices and boater sewage and its proper disposal as well as identifying aquatic invasive species.
- Off-Highway Vehicle campaign designed to highlight conservation efforts and/or promote safety.
- Department-wide recruitment campaign designed to attract a diverse set of employees to State Parks.
- Additional campaigns as needed.

1. Background

The California Department of Parks and Recreation, or California State Parks, is home to 279 state parks hosting approximately 70 million visitors annually. The California state parks system comprises the largest and most diverse natural and cultural heritage holdings of any state in the nation. It includes beaches, underwater preserves, historic homes, Spanish-era adobe buildings, museums, lighthouses, ghost towns, waterslides, wilderness, recreation areas, cultural preserves, and off-highway vehicle parks. State parks' peaks, deserts, redwoods, and coastlines are some of the most immediately recognizable natural features in the world.

Through its divisions of Boating and Waterways, Off-Highway Motor Vehicle Recreation, and Office of Historic Preservation, State Parks offers a variety of recreational and educational opportunities for

Californians and their families as well as for both national and international visitors.

Since 2015 State Parks has been undergoing a transformation effort, evaluating how it conducts business, reorganizing its divisions and staff, and working on the formation of a marketing program. Strategic Marketing Goals for the Department have included:

- Expand access to all, grow overall number of park visitors, and ensure that park visitors reflect California's demographic makeup. *2015 Parks Forward Initiative*
- Aggressively market park facilities, programs and services with the goals of raising revenue in sustainable ways and making State Parks more relevant to the changing demographics of California, the US and the World. *2015 Transformation Action Plan*
- Build and deploy a comprehensive and compelling communications and marketing strategy, with the objectives: Conduct market research to understand and build the department's audience and potential partners, Optimize social media efforts and improve the public website to engage broader and more diverse audiences. *2021 The Path Forward Strategic Plan*

One of the actions from State Parks' Transformation effort, was the creation of the Communications and Marketing Division. This division was formed to coordinate internal and external communications for the department and its divisions of Boating and Waterways, Off-Highway Motor Vehicle Recreation and Office of Historic Preservation, and provide direction, leadership, strategy formulation, coordination and implementation of the department's media, press, public affairs, and marketing programs.

The marketing unit within the division is responsible for maintaining standardized and consistent branding and marketing the department's programs through campaigns, brochures, graphics, and park signage. The intent of the unit is to work with divisions and park units to promote the same messaging and look and feel that are aligned with an overarching marketing strategy—one that connects with stakeholders, promotes equitable access and diversity, inspires responsible recreation and attracts a next generation of stewardship. This goal will be carried out by providing staff with branding resources while still providing them with opportunities to be creative in promoting their parks and programs.

2. Missions

DPR's mission is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

The Division of Boating and Waterways (DBW) brings together a body of knowledge as the state's expert in recreational boating-related matters, including public access, safety and education, marine law enforcement, and consumer and environmental protection.

The Off-Highway Motor Vehicle Recreation Division (OHMVR) works to ensure quality recreational opportunities remain available for future generations by providing for education, conservation, and enforcement efforts that balance OHMVR recreation impacts with programs that conserve and protect cultural and natural resources.

3. Problem Statement

Historically the Department's branding has been inconsistent, and even with the merger of the Divisions under the Department, separate logos are still in place for each division. While branding is more than just the logo; it touches every aspect of the Department's visual representation and the ways in which the Department describes itself. Inconsistent use of the existing logo, and the existence of logos for each division as well as and for various programs, coupled with the misuse of design elements such as color palette, not only weaken the Department's brand identity, but it can also create doubt around official documents and DPR representatives. The Brand Standards Handbook was developed in 2007 and includes an outdated tagline and creative examples as well as a color palette and fonts that aren't used by most staff. Historically, marketing campaigns have been led by the Division of Boating and Waterways, which formerly was a separate Department, focusing on safety and environmental messages targeting boaters. Recently, in the past three years, campaigns focused on recruitment and OHMVR have been implemented.

4. Goals and Objectives:

Page 3 of 5

Brand Identity Refresh

- a) Through research the contractor shall determine the perceptions and understanding of our brand and develop a brand strategy and structure that defines California State Parks' primary audiences, brand values, personality, value proposition, brand positioning and brand promise.
- b) The contractor shall develop a brand package including detailed treatment of marketing materials (with graphic elements, fonts and color palettes), a tagline and a standards manual that will guide staff in seamlessly executing the new brand.

Campaign Development

The contractor shall research, design and deliver behavior change marketing and/or education campaigns to:

- a) Increase awareness of life jacket use and boating safety within designated boating accident target areas.
- b) Educate recreational boaters about the importance of implementing clean boating practices and boater sewage and its proper disposal as well as identifying aquatic invasive species.
- c) Highlight the conservation efforts of the Off-Highway Vehicle Division.
- d) Recruit and attract a diverse set of employees to State Parks.
- e) Increase awareness of the DPR brand, programs and missions.

A key task of this contractor will be to evaluate previous campaign designs and messaging for campaigns to launch in March and May of 2023 to meet program goals; while simultaneously conducting research, evaluation and development of the rebranding, and then develop campaigns in year two of this contract that align with the refreshed branding of the Department that will be developed in year one.

Contractor's Name:
Agreement Number: C22706001

**EXHIBIT A, ATTACHMENT 1
SCOPE OF WORK**

Page 4 of 5

DPR will be responsible for the following:

1. Provide approvals to the contractor in a timely manner regarding key tasks and deliverables, including, but not limited to, the selection of the format, content, and design of the printed material, and the selection of alternate deliverables.
2. Provide the contractor access to DPR staff and management as required to complete the tasks and activities for the project.
3. Approve the contractor's work plans, deliverables, and invoices in a timely manner and consistent with state policies and procedures.
4. Provide the contractor with DPR background documents and information as needed for research purposes.
5. Approve delays in deliverable due dates on or before stated due date within the approved period of performance of this Agreement.
6. Review and approve the contractor's yearly spending plan projections within 90 calendar days of the execution date of this Agreement and within 30 calendar days from the date the contractor submits annual spending plan projections. Make adjustments to the projections as determined necessary to meet the overall objectives of this Agreement.
7. Advise the contractor of any deficiency and notify the contractor of satisfactory corrective action to be implemented within a specified time frame. Failure to correct the deficiency as requested by DPR may be cause for termination of the contract.
8. Reimburse the contractor in accordance with terms of the Agreement.
9. The parties must notify each other in writing within ten (10) business days of any change in Project Representative.
10. Contract/Invoice Administration:

Marika Gordon
Division of Boating and Waterways
715 P Street
Sacramento, CA 95814
(916) 204-1924
marika.gordon@parks.ca.gov

**EXHIBIT A, ATTACHMENT 1
SCOPE OF WORK**

Contractor's Name:
Agreement Number: C22706001

Page 5 of 5

Allowable Non-Substantive Scope of Work Changes:

1. The contractor or the DPR contract manager may propose non-substantive changes or revisions to the activities, tasks, deliverables, and/or performance timeframes specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the Agreement.
2. Non-substantive scope of work changes may include the substitution of specified activities or tasks, the alternation or substitution of contract deliverables, and modifications to anticipated completion/target dates.
3. Non-substantive scope of work changes processed hereunder shall not require a formal amendment, provided the contractor's annual budget does not increase or decrease as a result of the non-substantive scope of work change.
4. Unless otherwise stipulated in this Agreement, all non-substantive scope of work changes and revisions are subject to change by written approval of the DPR contract manager.
5. In implementing this provision, the DPR contract manager may provide a format for the contractor's use to request non-substantive scope of work changes. If no format is provided by DPR, the contractor may devise its own.
6. The contractor will provide services on an agreed upon schedule from DPR.

Contractor's Name:
Agreement Number: C22706001

**EXHIBIT B
(Standard Agreement)**

Page 1 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Bid Form, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to: Maria Gordon, Division of Boating and Waters, 15 P Street, Sacramento, CA 95814
- Invoices shall include an overview page with what is included in the invoice (summary) the word "INVOICE" in a prominent location at the top of the page(s), a "Bill to" name and address, "Payable to" name and address, Agreement number, Invoice number, invoice date, Period covered by the invoice. Supporting documentation with details, pages to be numbered with required deliverable to support payment. Total amount due should be in a prominent location clearly distinguished from other figures or computations appearing on the invoice. Account name and campaign name, itemized account of the services DPR is being billed for, work plan of expenditures. Subcontractor and or independent consultant expenses, by subcontractor and or independent consultant.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. 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. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

**EXHIBIT B
(Standard Agreement)**

Contractor's Name:
Agreement Number: C22706001

Page 2 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS

5 Disabled Veterans Participation Goals

- A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

Exhibit B1 – Cost Proposal Amount Bid Form

Service	Estimated # of hours per year		Rate per hour	Total cost
<i>Project Director or Equivalent</i>		X		
<i>Creative Director or Equivalent</i>		X		
<i>Media/Digital Director or Equivalent</i>		X		
<i>Account Executive/ Brand Manager(s)</i>		X		
<i>Media Planner/ Buyer(s) or Equivalent</i>		X		
<i>Art Director or Equivalent (s)</i>		X		
<i>Video/Web Editor or Equivalent (s)</i>		X		
<i>Social Media Coordinator(s)</i>		X		
<i>Support Staff</i>		X		
<i>Consultant(s)</i>		X		
<i>Annual Personnel Costs</i>	NOTE: Rate per hour must include an averaging of the anticipated Cost of Living Adjustments (COLAs) over a three-year period.			
<i>Annual Business Expenses</i>	Business expenses such as telephone, mailing or faxing services, license, taxes, fees, etc., (commonly known as "overhead").			
<i>Annual Net Media Buys and Outside Production Expenses*</i>	NOTE: No commission fees are allowed from media buys; a billable agency fee will be derived from combining business expenses and personnel costs.			
Total Annual Cost				\$
Total Annual Costs x 3**				\$

* Combined outside of agency production expenses and media buys for one year of both the hypothetical project and campaign described in Item 2 – Effective Work Plans and Work Schedules (deliverables).

** The highest number of cost points are awarded to the lowest cost proposal.

The estimated hours above are estimates only and this is no guarantee as to the actual number of hours needed; they may be lower or higher. The rate per hour prevails. The "cost quote" above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder. However, the actual personnel and business expenses quoted in the Cost Proposal Amount Bid Form shall be binding for the term of the Agreement and may be combined as a billable monthly "agency fee".

Submitted by: _____ Date _____

Company Name: _____

**EXHIBIT D — CONSULTING SERVICES
(Standard Agreement)**

Contractor's Name:
Agreement Number:C22706001

Page: 1 of 5

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage (*Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.*)

General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

C. Endorsements (*The following endorsements must appear on the Certificate of Insurance.*)

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

Waiver of Subrogation: When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

D. Contractor's Additional Responsibilities

Contractor is responsible for any deductible or self-insured retention contained within the insurance program. Contractor shall notify the State within ten (10) days of contractor receiving a notice of cancellation or non-renewal of insurance policies required in this agreement.

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Contractor shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon State's request, Contractor shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

Concurrent with the execution of this agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.

Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Contractor shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Insurance Companies

Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "vii" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

F. State Remedies

Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this agreement immediately and all payments due or that become due will be withheld until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.

2. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If Contractor is located within the State of California, a business license from the city/county in which it is headquartered is necessary; however, if Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If Contractor is located outside the State of California, Contractor shall submit to State a copy of the business license or incorporation papers for the respective state showing that the company is in good standing within that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement, Contractor agrees to provide State with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

3. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

4. Termination for Convenience

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

5. Force Majeure

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

6. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to 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

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directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. Excise Tax *(Solely applicable to certain specified goods or articles manufactured or produced in the Philippines for domestic sale or consumption or for any other disposition and to things imported in to the Philippines.)*

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

9. Priority Hiring Considerations for Contracts of \$200,000 or More

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

10. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

11. Political Reform Act Compliance (Conflict of Interest, FPPC Form 700)

A. Form 700 Disclosure: The State considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §18701. Accordingly, as specified by the State, such persons shall complete a Form 700, Statement of Economic Interests, within thirty (30) days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. Contractor may access Form 700 on the Fair Political Practices Commission's (FPPC's) website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772. A leaving office statement must also be filed upon completion of all contract assignments.

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B. Financial Conflict of Interest Prohibition: contractor must review the Form 700(s) filed by its key staff and contractors and determine whether, in light of the interest disclosed, performance under the contract could violate Government Code §87100. contractor shall notify the State immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

"No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

C. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of the contract:

- (1) Failure to complete and submit all required Form 700s within the thirty (30) day period as required in paragraph 11(a) above, or respond to any request from the State Personnel Officer for additional information regarding such Form 700s.
- (2) Failure to notify State of a potentially disqualifying conflict of interest.
- (3) The determination by State or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff has a financial interest that could result in a violation of Government Code §87100 provided, however, that State may opt to waive such breach if Contractor replaces any such individual within two (2) working days after determination of such financial interest.

12. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

13. Contractor Evaluation for Contracts over \$5,000

Contractor's performance under this agreement is subject to evaluation. Within sixty (60) days after the completion of this agreement, the Contract Manager shall complete a STD. 4, Contract/Contractor Evaluation Sheet. If Contractor did not satisfactorily perform the work, a copy of the negative evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC § 10369)

14. Reimbursement for Meals and Lodging

Applicable to travel expenses and per diem directly related to services provided under this agreement. Such costs shall not exceed the rates paid to State's non-represented /excluded employees. (See California Code of Regulations, Title 2, Section 599.619 regarding current rates posted at <http://ccr.oal.ca.gov>). All travel costs are subject to approval by State's Representative and must be supported by a travel expense voucher showing purpose, location, dates, time of travel, rates claimed, mileage logs, and any other applicable receipts.

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ADDITIONAL PROVISIONS

1. STOP WORK

DPR may, at any time, by written notice to the contractor, require the contractor to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a task or media buy exceeding budget, standard of performance, out of scope work, schedule delay and misrepresentations.

A. COMPLIANCE

Upon receipt of such stop work order, the contractor shall immediately take all necessary steps to comply with the order and to minimize the incurrence of costs allocable to work stopped.

B. EQUITABLE ADJUSTMENT

An equitable adjustment shall be made by DPR based upon written request by the contractor. Such adjustment request must be made by the contractor withing thirty (30) days from the date of the stop work order.

C. CANCELING A STOP WORK ORDER

The contractor shall resume the work only upon receipt of written instruction from DPR.

2. RIGHTS IN DATA

The contractor and DPR mutually agree that DPR retains ALL ownership rights (including title and possessory rights) to the data and/or data file(s) referred to in this Agreement and the contractor does not obtain any right, title, or interest in any of the data furnished to the contractor pursuant to this Agreement. The contractor represents and warrants that such data file(s) will be used solely for the purposes described in this Agreement. For purposes of this Agreement, data includes any and all information collected by the contractor in the process of fulfilling the requirements of this Agreement, including but not limited to personally identifiable information such as names of participants and/or the names of participants' parents or guardians, addresses, telephone numbers, identification numbers, dates of birth, and/or unique identifiers.

3. CLEARANCES. ETC.

- A.** 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, from any person, firm, corporation, or other third party.
- B.** 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.

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4. SERVICES MARKS AND LOGOS

The contractor is responsible for obtaining the official logos of DPR and California State Parks to be featured on all designated materials in the official Cyan, Magenta, Yellow, and Key (CMYK) or Pantone colors. The contractor shall contact the Parks Communications Office at (916) 651-8724 for clarification or assistance in complying with official color numbers or an Encapsulated PostScript (EPS) format logo for DPR.

A. 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, 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.

B. 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.

5. 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.

6. TRANSFER OF OWNERSHIP

Except as provided in Section 8, Return or Destruction Data, below, 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, data, information and materials in the contractor's possession or control belonging to the State. Property, data, information and materials in electronic format (Electronic Property), such as websites, software, databases, shall be transferred in fully functioning and/or accessible format, complete with appropriate documentation, such that DPR will be able to reasonably access, host and administer such Electronic Property. In the event that contractor has hosted such Electronic Property in a proprietary software, server or system without DPR's prior written approval elsewhere in this Agreement, it will at its own expense carry out all efforts necessary to ensure that DPR can access, host and administer such Electronic Property upon termination of this Agreement.

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.

7. RETURN OR DESTRUCTION OF DATA

The contractor agrees to notify DPR within thirty (30) days of the completion of the purposes specified in this Agreement. Upon such notice, or upon expiration of the Agreement, whichever occurs sooner, DPR will notify the contractor to either return all data files to DPR or its designee in an agreed-upon format, or to destroy such data. If DPR elects to have the data returned, the contractor agrees to return all files

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(CONTINUED) RETURN OR DESTRUCTION OF DATA

to DPR or its designee within thirty (30) days of receiving notice to that effect. If DPR elects to have the contractor destroy the data, the contractor agrees to certify the destruction of the files in writing within thirty (30) days of receiving notice to that effect. The contractor agrees that no data obtained or derived pursuant to this Agreement shall be retained when the data file(s) are returned or destroyed, unless authorization in writing for the retention of such file(s) has been received from the contractor. The contractor shall ask DPR for instructions under this Section if instructions have not been received within thirty (30) days after the expiration date. Further, if DPR elects to have the data returned, contractor agrees to deliver all documentation that explains the database structure, security provisions, logins, passwords and relationships to other applications, such as a web server "front-end." The documentation provided shall list all tools necessary to maintain and support information system deliverables provided pursuant to this Agreement. Documentation shall also explain all relationships and logic necessary to recreate the production system in a new environment.

8. RELEASE OF DATA OR PRODUCTS

Except as specified in this Agreement, the contractor shall not release or disclose any data or products created, produced, or developed pursuant to this Agreement to any person, except to the contractor's personnel, subcontractors, attorneys, prospective vendors, contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, distribution of the products. Products include, but are not limited to, drafts or works in progress. The contractor agrees to ensure that any agents, including a subcontractor, to whom it provides the data, agrees to the same restrictions and conditions that apply to the contractor with respect to such information. The contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the contractor to comply with this provision. If the contractor wishes to make any presentations using the data or products created, produced, or developed pursuant to this Agreement, the contractor must first obtain the prior written consent of DPR. Such written consent shall be requested by the contractor no less than ten (10) business days prior to the contractor committing to or entering into an agreement to make such a presentation.