State of Nevada Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300 Carson City, NV 89701



Steve Sisolak Governor

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State of Nevada Purchasing Division

Request for Proposal: 81DMV-S532

For

ADVERTISING AND MEDIA CAMPAIGN SERVICES

Release Date: 2/21/2019

Deadline for Submission and Opening Date and Time: 3/14/2019 at 2:00pm

State's Designated Representative:
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ATTACHMENTS (Found in "Attachments" Tab in Nevada EPro)

Attachment A: Confidentiality and Certification of Indemnification

Attachment B: Vendor Certifications

Attachment C: Contract Form

Attachment D: Insurance Schedule for RFP 81DMV-S532

Attachment E: Reference Questionnaire Attachment F: Proposed Staff Resume

Attachment G: Cost Schedule, Samples and Example Projects

Attachment H: DMV Strategic Plan 2018-2022

Attachment I: DMV Strategic Communication Plan 2018-2022

Attachment J: Cost Proposal Sample 1 Attachment K: Cost Proposal Sample 2 This Request for Proposal (RFP) is being advertised by the State of Nevada's Purchasing Division on behalf of the Nevada Department of Motor Vehicles to select one (1) firm with whom it hopes to negotiate a Contract for the described services. Issuance of this RFP shall in no way constitute a commitment by the State to execute a Contract. The State reserves the right to issue addenda to this RFP prior to the closing date. It is the Vendor's responsibility to check for any addendums to this procurement at NevadaEPro.com prior to Proposal submission. Submission of a Proposal constitutes acknowledgement of this RFP and all subsequent amendments. The State reserves the right to reject any or all Proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the State to do so.

SECTION I - BACKGROUND

The State of Nevada Purchasing Division on behalf of the Nevada Department of Motor Vehicles (NDMV) is soliciting proposals for an integrated marketing and media buying contract. This contract will include the development of marketing strategies, media and materials to be utilized in two NDMV advertising campaigns as well as developing media buy schedules and purchasing advertisements.

The mission of the NDMV is to provide progressive and responsive service to the citizens of Nevada; maintain strict controls to ensure the accurate collection and timely distribution of all revenues; contribute to the safety of those driving our highways through licensing, monitoring and intervention practice; assist Nevada in meeting federally mandated air quality standards; protect consumers and businesses against fraud and unfair business practices and ensure the integrity and privacy of public records.

The Department of Motor Vehicles shall administer contract(s) resulting from this RFP. The resulting contract(s) shall be for an initial contract term of four (4) years, anticipated to begin July 1, 2019 through June 30, 2023, subject to Board of Examiners approval, with the option to renew for an additional two (2) years, if in the best interest of the State. This contract will be administered by the NDMV.

NDMV's Advertising Campaign has two elements:

- 1) A Public Education component to inform Nevada residents about NDMV services, hereafter referred to as "Public Education"; and
- 2) A Smoking Vehicle education program to create awareness and encourage citizens to report air quality violators, hereafter referred to as "SVOR."

NDMV's estimated budget for the four-year contract term, based on current funding levels, is \$1,452,696, of which \$952,500 is allocated to Public Education and \$500,196 is allocated to SVOR.

SECTION II - SCOPE OF SERVICES

The awarded vendor agrees to work closely with NDMV staff to accomplish the following:

- 2.1 Develop integrated marketing communication strategies and tactics in alignment with the <u>DMV Strategic Plan 2018-2022</u> (Attachment H) and <u>DMV Strategic Communication Plan 2018-2022</u> (Attachment I). Vendor will also be responsible to determine the appropriate public relations and paid media mix for the two campaigns and each campaign's goals. The major goal of each campaign is as follows:
 - 2.1.1 To inform, educate and engage Nevada's residents on general NDMV services (Public Education Account), including promotion of online and other alternative services, and communicating new services, laws or Departmental changes to the public;
 - 2.1.2 Encourage public participation in the "SmogSpotter" Smoking Vehicle Observation Report program. (SVOR Account)

- 2.2 Develop advertising creative messages, media and materials to be utilized in the programs.
- 2.3 Develop media buy schedules, purchase spots, ad space, and online ads to communicate each campaign's messaging within budget and with consideration to the best use of resources.

2.4 Campaign Planning and Tracking

The NDMV will work together with the awarded vendor to develop a Strategic Marketing Plan and a Tactics Calendar for each campaign and each fiscal year. Both documents will be reviewed and adjusted throughout the year. The Tactics Calendars, in particular, are subject to change throughout the year as conditions dictate. The Strategic Marketing Plans and Tactics Calendars will be developed or revisited as the beginning of each fiscal year approaches.

2.4.1 Tracking the success of the Campaigns:

The success of the Campaigns must be measurable. Vendors shall define in their proposals how the success of the Campaign will be measured and provide, quarterly and upon the completion of each campaign, progress reports on the success of the Campaigns in addition to the measurements as defined in Section 2.11, Advertising and Measurement. All statistical and analytical measurements must remain consistent across all reports to provide a clear understanding of growth, decay and effectiveness over time. Appropriate documentation includes, but is not limited to:

- 2.4.1.1 Web page statistics and/or analytics;
- 2.4.1.2 Marketing reports;
- 2.4.1.3 Social Media interactions, reach, data, or other analytics
- 2.4.1.4 Transaction counts supplied by NDMV, such as web services usage and SVOR reports

2.5 Campaign-Specific Goals, Objective and Tasks

2.5.1 Public Education Campaign

- 2.5.1.1 Ensure advertising messaging meets legislative target goals for both reach and frequency, demonstrating continuous growth and education;
- 2.5.1.2 Decrease physical location patron visits by agreed upon percentage;
- 2.5.1.3 Increase dmvnv.com unique visitors by agreed upon percentage;
- 2.5.1.4 Increase all web transactions by agreed upon percentage;
- 2.5.1.5 Strengthen the agency's profile on social media; incorporate creative and efficient means of technology to better serve customers via social media outlets;
- 2.5.1.6 Assist targeted outreach to specific demographics to achieve the Department's goals. Campaign examples for this type of work include: Online address changes for those moving; Spanish language tutorials or education for DAC holders whom are not utilizing MyDMV accounts; or online original vehicle registration.
- 2.5.1.7 Consult on dmvnv.com website organization and content.
- 2.5.1.8 Develop foreign language materials as outlined in Section 2.9

2.5.2 SVOR Campaign

- 2.5.2.1 Host and maintain SmogSpotter.com website or its successor. Program and implement improvements to the site including, but not limited to, providing a web service data feed to transmit smoking vehicle reports to NDMV database.
- 2.5.2.2 Administer toll-free telephone number service for SmogSpotter number, 844-END-SMOG. Calls are forwarded to existing NDMV voice mail accounts.
- 2.5.2.3 NDMV's goal is to bring the host and maintain the SmogSpotter.com website inhouse and to administer the toll-free number without the assistance of the vendor. Vendor will perform the duties in this section and assist in the transition(s) to in-house administration as needed.
- 2.5.2.4 Research, design and procure advertising specialty items for distribution at special events.

2.6 Project Management

- 2.6.1 Awarded vendor shall provide one point of contact and one backup who shall work with the NDMV's Public information team.
- 2.6.2 Awarded vendor will be required to be available for regular meetings with NDMV staff (as needed at the discretion of the NDMV). Meetings may take place in-person, via teleconference, videoconference, or via the internet. Selected vendor will be responsible for coordination of meetings, including teleconferencing, Go-To meetings or similar services.
- 2.6.3 Travel is not required under this RFP. All travel costs for vendor's staff will be the responsibility of the vendor unless specifically authorized in advance by NDMV.

2.7 Brand Development

Assist in the consistency and evolution of the NDMV brand identity.

2.8 New Initiatives

The awarded vendor will advise the NDMV on appropriate advertising and marketing opportunities that may help communicate the NDMV brand message to the targeted audiences as outlined in the <u>DMV Strategic Plan 2018-2022</u> (Attachment H) and <u>DMV Strategic Communication Plan 2018-2022</u> (Attachment I). The vendor will also provide advice on other related communication, advertising and public relations matters as requested by the NDMV.

2.9 Foreign Language Materials

- 2.9.1 Foreign language materials with a focus on Spanish are required as part of the Public Education marketing and education plan.
- 2.9.2 Public Education messaging will target Hispanic customers as follows:
 - 2.9.2.1 Social Media promotion via Spanish-language targeted posts
 - 2.9.2.2 Spanish-language online radio advertising
 - 2.9.2.3 English-language radio
 - 2.9.2.4 Other needs as required by circumstance or opportunity. NDMV may consider Spanish-language outreach for the SVOR campaign.

2.10 Deliverables

- 2.10.1 All advertising and campaign creative materials will be sent in advance of each flight and are subject to final approval by the Department prior to release or use.
- 2.10.2 The awarded vendor will also provide a detailed recommendations document for each flight that outlines the goals, objectives, specifics of the media buys and expected results.
- 2.10.3 All materials will be kept in a central archive to enable reconciliation with the monthly invoices submitted for payment. This could be accomplished by the awarded vendor setting up an SFTP that would allow both entities access.
- 2.10.4 All materials/media prepared and developed for this project will become the property of the State of Nevada and shall be provided to the State upon demand and in an agreed upon format. The awarded vendor will have 30 days upon the request of materials/media by the NDMV to complete any request. If the requests breadth and scope are larger than anticipated, or due to unforeseen circumstances, the awarded vendor and NDMV may mutually agree upon another timeframe.
- 2.10.5 Deliver media and materials to be approved by NDMV, allowing for three (3) business days, or another time as mutually agreed upon by the awarded vendor and the NDMV, for each version to be approved by the NDMV.
- 2.10.6 All revisions and final versions must be approved by the Director or Director's designee of the NDMV.
- 2.10.7 The awarded vendor shall be responsible for the purchase of any paid media to be used in the performance of the awarded vendor's service to fulfill the requirements of the campaign on behalf of the NDMV.

2.10.8 DELIVERAB	2.10.8 DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)	
A.	Provide one point of contact and arrange meetings with DMV staff as necessary	2.6	1	
B.	Develop Strategic Marketing Plan and Tactics Calendar for Public Education Campaign	2.1.1, 2.4	15	
C.	Develop Strategic Marketing Plan and Tactics Calendar for SVOR	2.1.2, 2.4	15	
D.	Develop advertising creative messages, media and materials, submit for review (both campaigns)	2.2, 2.10.1, 2.10.5, 2.10.6	3	
E.	Develop foreign language materials for Public Education campaign	2.9	3	
F.	Develop and execute media buy plans (both campaigns)	2.3, 2.10.2. 2.10.7	15	

2.10.8 DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
G.	Research, design and provide pricing for advertising specialty items, procure upon approval	2.5.2.4	15
H.	Provide campaign progress reports quarterly and at end of each flight	2.4.1, 2.11.1	5
I.	Set up SVOR website and hosting	2.5.2.1	15
J.	Research toll-free telephone services and contract for provision of SVOR telephone service	2.5.2.2	15

2.11 Advertising Measurement: and Creative

- 2.11.1 At the end of each campaign flight, the awarded vendor will provide a full media summary. The summary includes:
 - 2.11.1.1 The number of people the message reached and how many times it reached them (i.e., Reach, frequency, impressions).
 - 2.11.1.2 The number of times people engaged with the message (i.e., click thrus, shares, likes, etc.).
 - 2.11.1.3 Positive versus negative sentiment on social media channels.
 - 2.11.1.4 The added value negotiated and received by each media vendor.
 - 2.11.1.5 The legislative goal of the Public Education Campaign is a minimum reach of 75 percent of the target audience with a minimum frequency rate of 5.

2.11.2 Creative Standards

Vendor must create media that reflects an appropriate image of the NDMV. The awarded vendor will be responsible for seeing commercial production through to completion (conceptualization, production and trafficking to select media outlets) whether that capability is proposed as an in-house arrangement or as a subcontracted arrangement. All payments will be made exclusively to selected vendor.

2.12 Production Capabilities

- 2.12.1 The ability to produce and reproduce high quality commercial production including, but not limited to, radio and television advertising, email broadcasts, internet advertising and database communications.
- 2.12.2 The ability to produce and reproduce high quality print advertising for newspapers, magazines and printed collateral. This may include digital output, web and offset production.
- 2.12.3 The ability to design and produce brochures, reports and direct mail materials.

2.12.4 The ability to research the availability of, design, and coordinate the purchase of, advertising specialty items such as pens, keychains, coffee cups, etc.

2.13 Graphic/Website Design

- 2.13.1 The ability to design and produce vector-based, scalable graphics such as logos, billboards and other high-resolution applications.
- 2.13.2 The ability to design and produce websites to include responsive design and basic interactive features such as web forms.

2.14 Task Orders and Billing

Upon mutual agreement with the Awarded vendor, NDMV can provide Task Orders as needed and has the right to change an existing Task Order if necessary to meet NDMV goals and objectives throughout the term of this contract amendment.

2.15 Priorities

As department priorities change, so too will the goals of the campaigns. Therefore, all goals and targets will be agreed upon by both parties in advance of campaign kickoff dates. Statistics for previous years can be found in the DMV Strategic Communication Plan 2018-2022. (Attachment I)

SECTION III - INSTRUCTIONS TO VENDOR

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to request vendor presentations if determined to be in the best interest of the State.

Task	Date
Vendors' questions due	3/01/2019 at 12:00 P.M. PT
State's answers posted to website	On or about 3/08/2019
Reference questionnaires due	3/13/2019 at 4:30 P.M. PT
Proposal due	3/14/2019 at 2:00 P.M. PT
Anticipated contract start date (contingent upon BOE approval)	June 2019

The vendor shall follow these guidelines in preparing their Proposals:

- 1. Proposals shall be submitted in two (2) distinct parts the **Technical Proposal** and **Cost Proposal**. The Technical Proposal **shall not** include any cost information.
 - a. Vendors shall provide one (1) PDF **Technical Proposal** file that includes the following:
 - i. A cover letter containing the Proposing Vendor's contact information including name, mailing address, telephone number, and email address;
 - ii. A response to each of the Evaluation Factors listed below (excluding the cost factor). Provide clearly titled sections, referencing the same number and title as the Evaluation Factor being addressed;
 - iii. The following business information:
 - 1. Dun and Bradstreet (DUNS) number
 - 2. Federal Tax Identification number
 - 3. The last two (2) years and current year interim
 - a. Profit and Loss Statement
 - b. Balance Statement
 - iv. Attachment A Confidentiality and Certification of Indemnification, Attachment B Vendor Certifications, Attachment F Resumes of key staff members, Nevada State Business License, Nevada based business qualification letter, any other pertinent documentation
 - b. Vendors shall provide one (1) PDF Cost Proposal file that includes the following
 - i. Attachment G: Cost Schedule and information required therein.

Failure to meet the above stated requirements and limitations may result in a Proposal being deemed non-responsive at the State's sole discretion.

Each Vendor <u>must</u> submit its Proposal through the State's *NevadaEPro* website, located at *NevadaEPro.com*. In order to submit Proposals, Vendors <u>must</u> initially register with the State at *NevadaEPro.com*.

Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified; Proposals can be modified through the NevadaEPro.com any time prior to the date and time specified above. The modified Proposal must be received before the time and date specified above for receipt of Proposals.

Proposals received after the specified deadline **shall not** be considered and will be disposed of in an appropriate manner suitable to the State, in its sole discretion.

A Nevada-based business may apply for a five percent (5%) preference on the total score of its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a

Nevada based business qualification letter, on company letterhead, with its proposal showing that it qualifies for the preference.

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal. The failure to mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State. If the State reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 333, the State will contact the Vendor. The Vendor must advise the State as to whether it either accepts the State's determination that the information is not confidential, or withdraws the information. The Vendor will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 333, the State retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

The State assumes no financial responsibility in connection with the Vendors' costs incurred by attending the pre-submittal meeting if required, in the preparation and submission of the Proposal packets, or by attending the oral interviews, if such interviews are conducted by the State in its sole discretion.

Each Proposer shall familiarize itself with the "Standard Contract Form" which can be found as Attachment C – Contract Form in the attachments tab in *NevadaEPro.com* and under the "Contractors Toolbox" section on the Purchasing State website.

SECTION IV- EVALUATION FACTORS

Demonstrated Competence will be evaluated based on the evaluation factors listed below:

- 1. <u>Project Approach</u>: Vendors project approach shows in depth understanding of the scope of work and innovative solutions to meet the States requirements, goals, and timelines. (35%)
- 2. Past Performance: Vendor's description of types of projects completed within the last three (3) years. Detailed description of each project including examples of work completed. Identification of reference name and phone number with each past project. The Vendor must provide at least three (3) references. For each reference, Vendors must work with the reference to ensure Attachment E Reference Questionnaire is completed by the reference and sent directly to the State of Nevada Purchasing Division following the instructions in Part C of Attachment E. The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance. (20%)
- 3. <u>Availability and Capacity</u>: Vendors staffing, capability, and current workload of key personnel. Identification of ability to meet timelines established for the project, including an assessment of the proposer's ability to handle the Department's work in view of the proposer's current workload. (10%)
- 4. Conformance with RFP: Vendor has addressed all mandatory criteria within their proposal. (10%)
- 5. <u>Financial Stability</u> will be evaluated on a pass/fail basis using the information submitted in the Technical Proposal paragraph iii as listed above.
- 6. Presentations: Refer to Section X regarding presentation evaluation criteria (100%)
- 7. Cost: (25%) Cost proposals will be evaluated in the following manner:

Each of the projects will be scored individually and added together to arrive at a final score as provided by proposing Vendors on Attachment G, Cost Schedule. All total costs (each of the four years of expenditure summaries combined) will be evaluated using the following formula:

<u>Lowest Cost Submitted by a Vendor</u> = Price Factor Proposers Total Cost

Price Factor X Weight = Cost Criteria Score

SECTION V - RULES OF CONTACT

After release of this RFP and through the Notice of Award of the Contract, the Vendors shall **ONLY** correspond with the State regarding this RFP through the State's designated representative as per NAC 333.155. The designated representative's contact information is located on page 1 of this document.

The Vendors shall not contact State employees, including Department heads, members of the review committee and/or any official who will participate in the decision to award the Contract regarding the Project, except through the process identified above. Any communications determined to be improper may result in disqualification, at the sole discretion of the State. Any official information regarding the RFP will be disseminated by the State. Specific information necessary for the preparation of Proposals will be disclosed to all Vendors. The State will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a Proposal being deemed non-responsive in the State's sole discretion.

SECTION VI - VENDOR QUESTIONS

Any irregularities or lack of clarity in the RFP must be brought to State's attention, in writing, as soon as possible, so that corrective addenda may be furnished by the State in a timely manner to all Vendors.

Any questions raised by Vendors must be submitted in writing through NevadaEPro.com no later than 12:00 P.M. PT, on 3/01/2019. The State will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on or before 3/08/2018. Only requests submitted through NevadaEPro.com will be considered. No requests for additional information or clarification to any other State office, consultant, or employee will be considered.

SECTION VII - NEVADA BUSINESS LICENSE REQUIREMENT

The selected Vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Additionally, if the Proposer is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Award of any Contract is contingent on a Vendor having and holding an active and valid Nevada State Business License. The successful Vendor must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a Vendor is unable or unwilling to adhere to this requirement, the State will deem the Vendor to be non-responsive, and the State will proceed to negotiate with the next most qualified firm, and so on, until a Contract, that is acceptable to the State, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit www.nvsos.gov. Business licenses can be obtained immediately by applying on-line; however, paper applications may take several weeks to process.

SECTION VIII – INSURANCE REQUIREMENTS

The awarded Vendor must maintain, for the duration of its Contract, insurance coverage as set forth in Attachment D, Insurance Schedule for RFP 81DMV-S457 executed in response to this RFP. Work under the Contract shall not begin until after the awarded Vendor has submitted to the State acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the Purchasing State in its sole discretion will be deemed a breach of contract.

SECTION IX - SELECTION PROCESS

First, the Vendors Proposal will be reviewed by the State's designated representative or delegated State staff to verify the Proposal has been submitted correctly pursuant to Section III – Instructions to Vendor. Proposals that are not submitted correctly may be deemed non-responsive at the sole discretion of the State. The State's designated representative will also verify that all proposing vendors are not on the State of Nevada or Federal debarment and suspension lists.

Selection will be based on the Evaluation Factors listed in Section III - Instructions to Vendor, which will be used by an Evaluation Committee to evaluate the Proposals. The Evaluation Committee will be developed in accordance with Nevada Administrative Code (NAC) 333.162, and may include other members representing the public, vendor community, or local entities. The entire Evaluation Committee shall remain anonymous to protect the integrity of the procurement process. The Evaluation Committee will individually review and score the Technical Proposal and then a meeting will be held to discuss their evaluations and determine the final Total Score. The Cost Proposal will remain hidden from the Evaluation Committee and scored using the process outlined in Section IV by the State. After the Technical Proposal scoring has been finalized, the State will allow the Evaluation Committee to inspect the Cost Proposals. The Evaluation Committee may ask for clarification of a Cost Proposal prior to finalizing the Cost Proposal scoring in its sole discretion. Once the Evaluation Committee approves the scoring of the Cost Proposal evaluation, the Technical Proposal score will be combined with the Cost Proposal score to determine the final Total Score.

SECTION X-PRESENTATIONS

Following the evaluation and scoring process specified above, the State may require at least 2-3 of the top scoring proposers to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

Failure of a Vendor to appear at the presentation, if the Evaluation Committee elects to conduct such presentations, will be considered non-responsive, and that Proposer will be eliminated from any further consideration.

The presentations will be evaluated on the following criteria. The scores from the presentations will be added to the total technical scores.

Criteria Description	Weight
Did the presenting vendor prove its expertise in delivering integrated marketing communication strategies and tactics for both NDMV campaigns?	25
How well did the presenting vendor show its ability to execute integrated marketing campaigns?	25
Did the presenting vendor prove its skill in strategic planning?	15

Did the presenting vendor adequately convey its commitment to gaining an indepth knowledge of pertinent NDMV issues?	10
How well did the presenting vendor address evaluators' questions?	10
Did the presenting vendor show enthusiasm in both assisting Nevada motorists with DMV transactions and reaching NDMV goals?	10
Did the presenting vendor provide the appropriate staffing level for both senior account strategy and day-to-day management?	5

SECTION XI- VENDOR SELECTION

The Evaluation Committee may use the information submitted in the Vendor's Proposal package, the information referenced in this RFP, and the information given at the presentation, if applicable, to arrive at the final ranking.

The Proposals will be ranked and a Contract may be negotiated following the selection of a most qualified Vendor. If an acceptable Contract cannot be reached with the highest ranked Vendor, the State may proceed to negotiate with the next highest ranked Vendor, and so on, until an acceptable Contract is negotiated, or the State, in its sole discretion, elects to terminate the solicitation.

SECTION XII - DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES

Proposals from Vendors employing current employees or former employees of the State of Nevada will be considered pursuant to the requirements and limitations set forth in the NRS 333.705, and the State Administrative Manual, Section 323.

If the apparent top-ranked Vendor proposes any current state employees or former state employees who left state service within the preceding two (2) years, the State must request approval from the State Board of Examiners (BOE) prior to entering into a Contract with such Vendor. Each Vendor shall submit, as part of their Proposal, the "Authorization Current Employee" and/or "Authorization Former Employee" form(s) to assist the State in requesting such approval from the BOE. The forms are located at http://purchasing.nv.gov/contracts/empcontracting.

In the event of a denial by the BOE, the Vendor will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The State has the authority to approve or deny the equivalent employee.

SECTION XIII - AWARD PROCESS

The State shall issue its Notice of Intent in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Negotiations shall be confidential and not subject to disclosure to competing Vendors. The terms agreed to by the parties shall be confidential until a Contract is agreed upon. If Contract negotiations cannot be concluded successfully, the State, at its sole discretion and upon written notice to all Vendors, may negotiate a Contract with the next highest ranking Vendor or withdraw the RFP and cancel this procurement.

Upon the successful negotiation and execution of a Contract, the State shall issue a Notice of Award in accordance with NAC 333.170, at which time Proposals are public record and can be requested from the State via a Public Records Request, available at: http://purchasing.nv.gov/Public/.

SECTION XIV - TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time, if, in the sole discretion of the State, it is in the best interest of the State to do so.

The State reserves the right to waive informalities and minor irregularities in Proposals received.

The State reserves the right to reject any or all Proposals received prior to contract award (NRS 333.350).

The State shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the State after all factors have been evaluated (NRS 333.335).

Alterations, modifications or variations to a Proposal may not be considered unless authorized by the RFP, or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the requirements of this RFP, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the State and will not be returned. The State's selection or rejection of a Proposal does not affect this right. Each Proposal shall be retained for official files and will become public record after execution of a Contract. Only specific parts of the Proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the State for honoring such a designation (NRS 333.333); unsuccessful Proposals containing "trade secrets" will be returned pursuant to NRS 239.010. The failure to label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the State. The State shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

The awarded Vendor will be the sole point of Contract responsibility. The State will look solely to the awarded Vendor for the performance of all contractual obligations which may result from an award based on this RFP. The awarded Vendor is solely responsible for the non-performance of any or all of its subcontractors.

The awarded Vendor must maintain, for the duration of its Contract, insurance coverage as set forth in the Contract executed in response to this RFP. Work under the Contract shall not begin until after the awarded Vendor has submitted to the State acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the State in its sole discretion will be deemed a breach of contract.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a Proposal in response to this RFP, each Proposer affirms that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Vendor's Proposal. An award will not be made where a conflict of interest exists. The State, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a Vendor. The State reserves the right in its sole discretion to impose additional requirements upon the Vendor to mitigate such conflict of interest or to disqualify any Vendor on the grounds of an actual or an apparent conflict of interest.

The State will not be liable for Federal, State, or Local excise taxes.

The State reserves the right to negotiate final Contract terms with any Vendor selected in accordance with NAC 333.170. The Contract between the parties will consist of the final executed Contract, the RFP with any modifications thereto, and the awarded Vendor's Proposal with any modifications and clarifications thereto that are incorporated at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order

of precedence: the final executed Contract, Amendments to the RFP, the RFP, any modifications and clarifications to the awarded Vendor's Proposal, and the awarded Vendor's Proposal. Specific exceptions to this general rule may be noted in the final executed Contract.

The Vendor understands and acknowledges that the representations above are material and important and will be relied on by the State in its evaluation of a Proposal. Any misrepresentation by a Vendor shall be treated as fraudulent concealment from the State of the true facts relating to the Proposal.

No announcement concerning the award of a Contract as a result of this RFP can be made without the prior written approval of the State.

The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

SECTION XV - APPEAL PROCEDURE

Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "Part IB Confidential Technical" and "Part III Confidential Financial".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the	e appropriate response in the box status.Part IB – Confide		vide the justification for confidential I Information
YES		NO	
	Justification for	· Confidential S	Status
	Part III – Confident	ial Financial In	formation
YES		NO	
	Justification for	· Confidential S	Status
Company Name			
Signature			
Print Name			Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name		
vendor company rvame		

Vendor Signature	
Print Name	Date
This document shall be submitted in Section	on IV of vendor's technical proposal

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada Acting by and Through its

Agency Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	
Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL**. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS**.

- A. "State" means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- B. "Contracting Agency" means the State agency identified above.
- C. "Contractor" means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- D. "Fiscal Year" means the period beginning July 1st and ending June 30th of the following year.
- E. "Contract" Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- F. "Contract for Independent Contractor" means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3.	CONTRACT TERM.	This Contract shall be	effective as noted below	w, unless sooner ter	minated by either party	as
	specified in Section 10,	Contract Termination.	Contract is subject to B	Board of Examiners'	approval (anticipated to	be be
	Date).				

Effective from:	Date	To:	Date

- 4. **NOTICE**. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
- 5. **INCORPORATED DOCUMENTS**. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP # and AMENDMENTS #
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION**. The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$		per	
Total Contract or installments payabl	e at:		
Total Contract of instantients payable at:			
Total Contract Not to Exceed: \$			

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

- 7. **ASSENT**. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
- 8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

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9. **INSPECTION & AUDIT.**

- A. <u>Books and Records</u>. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. <u>Inspection & Audit</u>. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION**.

- A. <u>Termination Without Cause</u>. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. <u>State Termination for Non-Appropriation</u>. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. <u>Termination with Cause for Breach</u>. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

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- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. <u>Time to Correct</u>. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. <u>Winding Up Affairs Upon Termination</u>. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
 - 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with Section 21, State Ownership of Proprietary Information.
- 11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
- 12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
- 13. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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- 14. **INDEMNIFICATION AND DEFENSE**. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
- 15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS**. Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
- 16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. <u>Insurance Coverage</u>. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) <u>Additional Insured</u>: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) <u>Waiver of Subrogation</u>: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) <u>Cross Liability</u>: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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- 4) <u>Deductibles and Self-Insured Retentions</u>: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) <u>Policy Cancellation</u>: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

1) <u>Certificate of Insurance</u>: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within Section 16A, Insurance Coverage.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) <u>Additional Insured Endorsement</u>: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) <u>Schedule of Underlying Insurance Policies</u>: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in additional to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
- 17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal

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property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

- 18. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
- 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION**. Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
- 22. **PUBLIC RECORDS**. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 23. **CONFIDENTIALITY**. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
- 24. **FEDERAL FUNDING**. In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and it subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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- A. Any federal, state, county or local agency, legislature, commission, council or board;
- B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 26. **GENERAL WARRANTY**. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- 27. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES**. For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
- 29. **ASSIGNMENT OF ANTITRUST CLAIMS**. Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
- 30. **GOVERNING LAW: JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

CETS#	
RFP#	

31. **ENTIRE CONTRACT AND MODIFICATION**. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have	ve caused t	his Coı	ntract to be signed and intend to be legally bound thereby
Independent Contractor's Signature	Date		Independent Contractor's Title
State of Nevada Authorized Signature	Date		Title
State of Nevada Authorized Signature	Date		Title
State of Nevada Authorized Signature	Date		Title
Signature – Board of Examiners			APPROVED BY BOARD OF EXAMINERS
Signature Board of Examiners		On:	
			Date
Approved as to form by:		On:	
Deputy Attorney General for Attorney General			Date

INSURANCE SCHEDULE - RFP 81DMV-S532

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	·
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State Department Representative's Name and Address). The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.

- F. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

State of Nevada Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300 Carson City, NV 89701



Steve Sisolak Governor

Patrick Cates Director

Jeffrey Haag Administrator

BUSINESS REFERENCE'S RESPONSE TO REFERENCE QUESTIONNAIRE FOR STATE OF NEVADA REQUEST FOR PROPOSAL (RFP) 81DMV-S532 ADVERTISING AND MEDIA SERVICES

PART A – TO BE COMPLETED BY PROPOSING VENDOR – Please type or print

Name of Company Submitting Propose	al:					
PART B – IF APPLICA	ABLE, NAME OF COMPANY ACTING AS SUBCONTRACTOR					
FOR VENDOR IDENTIFIED IN PART A – Please type or print						
Name of Subcontractor:	ame of Subcontractor:					
PART	C – BUSINESS REFERENCE INSTRUCTIONS					
1. This Reference Questionnaire is b company listed in Part A or Part B,	eing submitted to your organization for completion as a business reference for the above.					
	submit the completed Reference Questionnaire via email or facsimile to:					
State of Nevada, Purchasia	ng Division					
	DMV-S532					
	sing Division					
Email: <u>hmoon@</u> Fax: 775-684	admin.nv.gov					
1 ax. 773-004	-0100					
Please reference the RFP number in	n the subject line of the email or on the fax.					
	naire MUST be received no later than 4:30 PM PT 3/13/19					
4. Do NOT return the Reference Questionnaire to the Proposer (Vendor).						
5. In addition to the Reference Que necessary.	necessary.					
6. Questions regarding the Reference cover page.	Questionnaire or process should be directed to the individual identified on the RFP					
7. When contacting the State, please b	be sure to include the RFP number listed at the top of this page.					
8. We request all questions be answ applicable please answer as "N/A".	8. We request all questions be answered. If an answer is not known please answer as "U/K". If the question is not					
9. If you need additional space to an	9. If you need additional space to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the RFP # noted at the top of					
DART D. COM	WDANN DOWNING DEFEDENCE Dr					
	MPANY PROVIDING REFERENCE – Please type or print DENTIAL INFORMATION WHEN COMPLETED					
Company Providing Reference:						
Contact Name:						
Title:						
Contact Telephone:						
Contact Email Address:						

RATING SCALE:

Where a rating is requested and using the Rating Scale provided below, rate the following questions by noting the appropriate number for each item. Please provide any additional comments you feel would be helpful to the State regarding this contractor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

PART E – QUESTIONS:

TART E - QUESTIONS.	
1. In what capacity have you worked with this vendor in the past?	
2. Rate the firm's knowledge and expertise.	RATING:
Comments:	
3. Rate the vendor's flexibility relative to changes in the project scope and timelines.	RATING:
Comments:	
4. Rate your level of satisfaction with hard copy materials produced by the vendor.	RATING:
Comments:	
	DATING
5. Rate the dynamics/interaction between the vendor and your staff. Comments:	RATING:
Comments.	
6. Rate your satisfaction with the products developed by the vendor.	RATING:
Comments:	KATING.

7. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor.)	RATING:
Comments:	1
	·
8. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions.	RATING:
Comments:	
9. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.	RATING:
Comments:	
10. Rate the accuracy and timeliness of the vendor's billing and/or invoices. Comments:	RATING:
Comments:	
11. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the	RATING:
services provided.	KATING.
Comments:	
10 D () 1 2 C 111 2 2 3 1 1 2 3 1 1 2 3 1 1 1 1 1 1 1	DATING
12. Rate the vendor's flexibility in meeting business requirements. Comments:	RATING:
13. Rate the likelihood of your company/organization recommending this vendor to others	RATING:
in the future. Comments:	
14. With which aspect(s) of this vendor's services are you most satisfied?	
Comments:	

15. With which aspect(s) of this vendor's services are you least satisfied?
Comments:
16. Would you recommend this vendor to your organization again?
Comments:

PART F – GENERAL INFORMATION:

1. During w	hat time period did the vendor p	orovide	these services for	your organization?
Month/Year:		TO:	Month/Year:	

PROPOSED STAFF RESUME FOR RFP 81DMV-S532

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Sul	bmitting Propo	sal:				
Check the appro	opriate box if the	proposed	l individual is prime contrac	ctor staff or subcontracto	r staff.	
Contractor:	Contractor: Subcontractor:					
The following information requested pertains to the individual being proposed for this project.					ect.	
Name:				Key Personnel: (Yes/No)		
Individual's Title						
# of Years in Classification:			# of Years with Fir	m:		
	<u> </u>				•	

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Insert required information here.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Insert here relevant experience as it relates to this project.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Insert here the requested educational information.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Insert here any certifications proposed individual has received.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

Attachment G Cost Proposal

RFP 81DMV-S532

Firm Name	Signature
INSTRUCTIONS FOR FILLING OUT COST PRO	POSAL
NDMV's estimated budget for the four-year contra which \$952,500 is allocated to Public Education a	act term, based on current funding levels, is \$1,452,696, of and \$500,196 is allocated to SVOR.
Each project element will be scoped and billed as of work.	s individual scopes and require staff approval on each scope
•	a single, blended hourly rate for all services such as ses for telephone service and web hosting and commissions
Blended hourly rate for administration and	d creative development: \$
 SVOR Web Hosting Cost (monthly) 	\$
SVOR Telephone Service Cost (monthly)	\$
Traditional Media Purchasing Commission	n Rate%
 Digital Media Purchasing Commission Rat 	%
Subcontracted Products and Materials Contracted Products and Material	ommission Rate%
The Agency has provided 6 sample projects formula in Section IV – Evaluation Factors. Se	for vendors to price specifically for evaluation purposes usin see Attachments J and K for samples.
Project 1: \$	Project 4: \$
Project 2: \$	Project 5: \$
Project 3: \$	Project 6: \$

Cost Proposal Example Projects

In addition to outlining your firm's hourly rate and standard commission rates, vendors must also provide fully inclusive cost proposals for the following projects:

Project 1: Development of Comprehensive Campaign for a Specific NDMV Program

NDMV may request promotion of a specific program. An example would be the online service for original vehicle registration of vehicles purchased from a Nevada dealer. See <u>Online Vehicle Registration</u>.

This Cost Proposal must factor in at minimum the following aspects (list is not inclusive):

- Development of a Brand and Campaign Creative
- Development of Integrated Promotional Plan across Media: Earned, Owned, Paid (Traditional and Online)
- Campaign Execution including sample paid media mix (but not actual buy costs)
- Campaign Monitoring
- Campaign Final Reporting to NDMV

Project 2: Quarterly Online Ad Campaigns (See attached Attachment J – Sample 1 for creative)

This Cost Proposal must factor in at minimum the following aspects (list is not inclusive):

- Development of the Campaign Creative
- Creative Media Buys
- Campaign Monitoring
- Campaign Final Reporting to NDMV

Project 3: Video Production 1:00 Promotion or Instructional

See the video links on these web pages for samples:

Emissions – Smoking Vehicles

The Real ID Act in Nevada

This Cost Proposal should include the following (list is not inclusive):

- Conception
- Design and handoff of template
- Cost for Updates

Project 4: Brochure Design (See attached Attachment K - Sample 2 for creative)

This Cost Proposal should include the following (list is not inclusive):

- Conception
- Design and handoff of template

Cost for Updates

Project 5: Media Buying Services

This Cost Proposal must include a detailed explanation to how your firm conducts its media buying services and strategic insights.

Provide a sample media buy proposal for a quarter with breakdowns for type of buy, unit cost and overall expenditures (Excel spreadsheet).

Project 6: Website Development

This Cost Proposal must outline how your firm accomplishes website development and hosting. The awarded vendor may be tasked with development of an entirely new site on a transportation-related topic such as autonomous vehicles or traffic safety. See SmogSpotter.com for an example.

This cost proposal must factor in at minimum the following aspects (list is not inclusive):

- Planning of site structure and content to accomplish NDMV goals
- Development of program creative materials and content
- Development of website theme, responsive template and simple forms
- Programming Alternative A: output of simple forms, such as "Contact Us," with data sent through a web service and exported in spreadsheets
- Programming Alternative B: development of website as an ASP.NET application that can be imported and hosted by NDMV
- Cost of web hosting services

DRIVING NEVADA

DEPARTMENT OF MOTOR VEHICLES STRATEGIC FRAMEWORK



2018-2022



STRATEGIC PLAN

STRATEGIC PLAN								
	STRATEGIC PRIORITIES: MISSION:			DMV				
	The Department of Motor Vehicles proudly delivers efficient, innovative and diverse services providing for the identification, licensure and protection of all we serve.			"Driving Nevada"				
lr				Technology and Service		VALUES:		
		Culti		e Customer Centered Culture	VISION:	DedicationModernization		
			Enh	nanced Public Safety & Security	A pioneer in efficient and responsive government, the Nevada Department of Motor Vehicles is committed to innovative services and solutions, today and tomorrow. STRATEGIC OUTCOME MEASURES:		V ision	
				STRATEGIC INITIATIVES:				
				What we will do to cause measurable progress tow		What we will measure to quantify progress and communicate results		
GOAL	_ 1:	Mod	ern	ize DMV Systems with Advanced and I	Efficient Technolo	ogies — — — — — — — — — — — — — — — — — — —		
•	•	•		1.1 Merge Records: create "Customer 360°" View		% duplicate records removed; data conversion transferred		
•	•	•		1.2 Reduce paper & ease business with online fillabl	e forms	Decrease in avg. transaction time; increased efficiencies		
•	•	•		1.3 Reduce bad debt & ensure accuracy with integra	ated system	Bad debt reduction; clear, timely, and complete reporting		
	•	•		1.4 Introduce voice activated & secure payment pla	tforms	Availability of Alexa, Google Assistant, Apple Pay, Google Wallet, etc.		
•	•	•	•	1.5 IFTA & IRP modernization w/online motor carrie	r customer access	Reduction in OTC transactions/office traffic; increased customer convenience	ce and satisfaction	
•	•	•		1.6 Improved validation for motor fuel & special fuel	l licensures	Increased reporting accuracy; reduced penalties, interest, and fines		
	•	•		1.7 CLDIS update, allowing CDL customers access	to online tools			
GOAL	_ 2:	Imp	rove	e Customer Convenience with Innovati	on in Technology	and Data Security		
•				2.1 Introduce web based tool for customized experi	ience Reduced call volume and office traffic; increased alternative services transact		ctions	
		•		2.2 Expand OTC-AAA transactions statewide		# of offices offering over-the-counter DMV transactions		
•	•	•		2.3 Implement new customer queueing system & ap	opointments	Increase of available appointments; reduced customer wait times		
•	•	•		2.4 Allow mobile capture stations for ADA/special r	needs customers	Ability to serve customers with these needs	customers with these needs	
		•	•	2.5 Improve MyDMV security & sign on		Increased password complexity; account creation requirements updated to	ssword complexity; account creation requirements updated to allow for DAC users	
•			•	2.6 Strengthen DMV data security		Implement Duo Authentication by FY 20; Develop biometric single sign on by FY22		
•		•		2.7 Promote and rebrand EDRS to improve complia	nce	% of EDRS users and transactions		
	•		•	2.8 Increased DL security and innovation		New vendor contracted and prepared for issuance by 2020		
GOAL	_ 3:	Effic	ien	t and Effective Administration of the De	epartment			
•	•			3.1 Develop and implement supplemental commun	ication plan	Social media impact, influencers & analytics; decreased office wait times, ph	one calls, etc.	
•			•	3.2 Annually review and revise policies and procedu	ıres	% of policies reviewed within calendar year		
•		•		3.3 Work though plate reissuance backlog and rem	ain current	Eliminate backlog by end of 2019		
•				3.4 Modernize DMV Service Requests & Change Ma	nagement Process	Create internal prioritization committee; 95% satisfaction rate		
•				3.5 Staff development, including succession plannir				
•				3.6 Develop and implement internship program by a			S	
•	•	•		3.7 Provide employees with the tools to do their job	S	Intranet revision; P&P search functionality and standardization, etc.		
GOAL	_ 4:	Intro	odu	ce Compliance Enforcement and Publi	c Safety Initiative	Improvements and Efficiencies		
•			•	4.1 OBL efficiencies and legislative improvements		Tracking % consumer complaints & resolutions; \$\$ recovered funds for cons	umers; paperless	
•	•		•	4.2 Improve emissions program efficiencies		Reduction in manual entry, improved reporting, remote sensing framework of	completed	
			•	4.3 Improve case management of enforcement case	es	Decolution of complaints: decrease in time to recolution totals of recover	rios mada for citizann	
•			•	4.4 Increase resolution of consumer complaints for industry cases		Resolution of complaints; decrease in time to resolution; totals of recoveries made for citizenry; improved record keeping		

THE PROMISE OF OPPORTUNITY:

DEDICATION, MODERNIZATION, AND VISION

Since 1957, the Nevada Department of Motor Vehicles (DMV) has sought to protect the public trust. Its creation was the result of legislative action, transferring responsibilities once housed by the Nevada Tax and Public Service Commissions to a newly formed executive branch agency. The DMV was charged with the administration over driver licensing and motor vehicle laws. Since that time, the DMV has become a public face in Nevada government, proudly serving the changing needs of those who call this great state home.

Today, the Nevada DMV is comprised of seven operational divisions, each orchestrated under the authority of the Director's Office. The Department's services are broad reaching, carried out by eighteen locations throughout the State, and through a wealth of alternative services and partnerships with external service providers. While the agency's role as a public-facing governmental entity has evolved since its creation, the DMV remains committed to customer service and public safety.

Through the application of innovative technological advancements and a customer-centric focus, the DMV has become a recognized leader in the establishment of best practices. The Department holds a profound responsibility for ensuring Nevada's communities remain safe through the licensure of drivers, verification of identities, registration and titling of vehicles, regulation of the motor vehicle industry, and more. Work performed by the agency is also expansive, existing outside Nevada's borders on both national and international fronts.

As presented in Governor Sandoval's Strategic Framework for Nevada, four over-arching Strategic Priorities were identified as the foundation of his Administration: *Vibrant and Sustainable Economy, Educated and Healthy Citizenry, Safe and Livable Communities* and *Efficient and Responsive State Government*. Each of these priorities greatly influences the collective work being performed by Nevada's governmental agencies.

While all four hold relevance for the DMV, *Efficient and Responsive State Government*, has exceptionally close ties to work being performed by the Department. As servants of the public trust, DMV is focused on leadership, service, and problem solving. Each of these provides foundational importance to the administration of an efficient and responsive organization.

The Department's Strategic Priorities serve to support the Governor's vision as presented in the Statewide Strategic Planning Framework, focused on the needs of those "Generations to Come" while progressively "Driving Nevada" into the future.





STATISTICS AT A GLANCE



REGISTERED VEHICLES IN NEVADA



TOTAL TRANSACTIONS IN 2017: 9,317,280

DRIVER'S LICENSES & ID CARDS

LICENSE PLATES

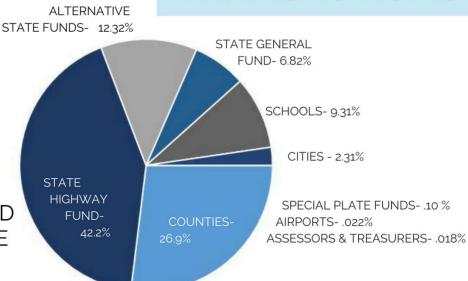
1,421,670

PRODUCED IN FY17

MY 871,937 ACCOUNTS

2,705,924 TRANSACTIONS







*STATISTICS AS OF JAN 1, 2018

A MESSAGE FROM DIRECTOR ALBERTSON

Dear Fellow Nevadans.

The Department's Strategic Framework represents a comprehensive overview of aspirations for our future goals. Given the diversity of the programs that fall under the authority of the DMV, we have provided our vision for supporting the Statewide Strategic Planning Framework.

We have achieved many accomplishments over the last two years to increase efficiencies through alternate services and trusted partnerships. Yet, there is more work to be done. We are excited about the opportunity to have a new south Reno office that will include a one-stop location with adequate parking and the first ever DMV drive-up self-service kiosk, scheduled to open in the fall of 2020.

We also have a goal to improve communications and introduce new technology to enhance customer service.



One project I'm especially proud to highlight is the Department's "No Child For Sale" initiative, an effort to raise awareness and educate on the crime of Human Trafficking. As the prominent public facing entity in governmental service, the DMV has the unique opportunity to come into contact with the majority of Nevadans and new residents. We have partnered with the Department of Homeland Security's Blue Campaign, Truckers Against Trafficking, and local organizations to develop and distribute educational materials for our staff and our customers. We are dedicated to increasing awareness through customized staff training, and have even garnered support amongst our peers to expand the program nationally. It is my belief that if we can help save ONE person – all of our efforts will have been worth it.

Nevadans are proud of their state, and I couldn't be more proud to serve as the Director of this organization. As Governor Sandoval stated in his Strategic Planning Framework message to Nevada, "the possibilities are endless – because of what we're doing now, and what we will do over the next few years, is truly redefining Nevada for generations to come."

We are "Driving Nevada."

Sincere regards,

Terri Albertson

Director



WHERE WE ARE HEADED

The DMV is often the first point of contact for new residents moving to the state. Yet, beyond the well-known issuance of driver's licenses and registration of motor vehicles, services of the Department are expansive. Broadly encompassing diverse areas, such as automotive industry regulation, motor carrier services, and records management, the Department also plays a key role in both public safety and financial assets to the State.

The agency's role both now and in the future will contribute to a "New Nevada" as outlined by Governor Sandoval. Agency Director Terri Albertson has championed the establishment of clear, defined goals and expectations for the Department, further aspiring to be recognized as a leader in customer centric innovation and technological advancement.

The agency's commitment to success begins with the creation of new purpose statements, acknowledging the organization's history in Nevada and recognizing current state, further formulating a path forward towards the future.

Slogan: "Driving Nevada"

Vision: A pioneer in efficient and responsive government, the Nevada Department

of Motor Vehicles is committed to innovative services and solutions, today

and tomorrow.

Mission: The Department of Motor Vehicles proudly delivers efficient, innovative

and diverse services providing for the identification, licensure and

protection of all we serve.

Philosophy: Always advancing in our commitment to meet the ever-changing needs of

all we serve, the Department of Motor Vehicles is unrivaled in its devotion to deliver modernized services. We are a forward-thinking organization, eagerly exploring new solutions. Our valued team of public servants hold a profound sense of responsibility for maintaining the safety of our communities and providing diligent administration, and we proudly embrace those duties. We are efficient and responsive; we are "Driving"

Nevada".

DMV Values: Dedication

Modernization

Vision



HOW WE WILL GET THERE

DMV Strategic Priorities: Committed to serving the diverse needs of Nevadans, the Department has established four focused strategic priorities. Each corresponds with priorities as set forth in Governor Sandoval's Strategic Framework for Nevada.

RESPONSIVE AGENCY ADMINISTRATION

As government employees, we exist to serve the citizens of Nevada. Improving efficiencies throughout the Department serves as the groundwork to becoming a leader in service, employment, and governmental standards. It is through the agency's comprehensive efforts that the Nevada DMV is redefining what it means to be a public servant.

INNOVATION IN TECHNOLOGY AND SERVICE

It is critical that we be proactive to the needs of our customers. With technological enhancements, we can better serve our citizens through methods and manners most convenient to them. The DMV seeks to become a leader through continuous improvement of technology and service enhancements.

CULTIVATE A CUSTOMER-CENTRIC CULTURE

We are in a people-focused business, yet DMV's are not known for a people centered approach. Our priority is to change that mindset by recognizing every transaction we process represents someone who requires our services, thereby treating every customer as if they have a choice on where to receive governmental service. This standard will enable us to stand out amongst our peers and provide gold star service to our citizenry.

ENHANCE PUBLIC SAFETY AND SECURITY

Public safety and protection, from regulating the motor carrier industry to oversight of Nevada's automotive services, are also key components of what we do on a daily basis. There are numerous areas for which the agency holds a discernable amount of accountability. Effective administration of our resources is key to ensuring we can remain dedicated to what is important.

DMV Goals: While by no means an all-inclusive list, each goal and coordinating initiatives in

the following documentation are intended to provide a foundation to align with the Strategic Priorities of the Department.

DMV further recognizes success is only achieved through perpetual improvement with measurable or clear results.

- Modernize DMV Systems with Advanced and Efficient Technologies
- 2. Improve Customer Convenience with Innovation in Technology and Data Security
- 3. Efficient and Effective Administration of the Department
- 4. Introduce Compliance Enforcement and Public Safety Improvements and Efficiencies

"We aren't simply attempting to be better; we are striving to lead the nation in innovative governmental services."

-DMV Director Terri Albertson







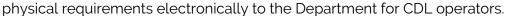
GOAL 1: MODERNIZE DMV SYSTEMS WITH ADVANCED AND EFFICIENT TECHNOLOGIES

In order to move forward, DMV must replace and update antiquated technology. With a system modernization project underway, the Department is in a unique position to be a national leader in technology implementation and customer service. The System Technology Application Redesign (STAR) project, provides the foundation to sculpt an entirely new governmental experience for our citizenry.

- 1.1. To improve the accuracy and authenticity of the agency's records, DMV will identify multiple records and merge results to reduce and eliminate all duplications by 2024, achieving "one person one identity." This will further combine vehicle records to an identity, providing a full "Customer 360°" view, improving quality assurance and public safety.
- 1.2. Beginning in 2018, the Department shall progressively research measures to facilitate ease of business such as online fillable forms to reduce paper waste and increase data entry efficiencies.
- 1.3. As a predominant contributor to revenue collections for the State of Nevada, the Department is committed to ensuring the appropriate, accurate, and timely receipt and distribution of funds through implementation of an integrated debt platform.
- 1.4. DMV will work to make available modernized, secure payment platforms such as EFT, PayPal, and Apple Wallet, to further increase the means of payments available to serve our citizens. Additionally, the introduction of voice activated services and other premier resources serving to enhance customer service will be prioritized as part of modernization efforts.

"It's only when you can't see another vehicle's taillights that you truly know you're in the lead..."

- 1.5. The agency shall improve services for Motor Carrier registrants and licensees, including simplifying existing registration and licensure processes and strengthening alternative service offerings to reduce the impact of walk-in traffic 50% by 2021. The agency shall align with the Performance Registration Information and Management System (PRISM) federal mandate, required by October 2020.
- 1.6. By 2024, motor fuel and special fuel licensure, bonding and alternative service offerings will be moved to an online integrated system to improve the speed of filing. Integrations shall further provide the ability to cross-match, verify and validate reported activities, while also providing new online account access to customers.
- 1.7. By 2020, the Department will programmatically enhance its database to electronically identify and report CDL drivers possessing withdrawal actions and/or convictions in Nevada, as well as comply with Federal mandates for submitting



The integration of new technologies will also provide for data exchange and improve communication of actions to other jurisdictional partners.

23 · ABC



- Percentage of duplicate records removed enabling smooth data conversion to new system and increased customer convenience, removing the need to search across multiple records.
- Increase collection of bad debt due to the Department.
- Reduced Motor Carrier customer traffic in offices; 25% reduction by mid-2019, 50% reduction by mid-2020; and 10% each year thereafter.
- Timely returns and processes for motor carrier customers; increased customer convenience by catering to a much needed accessibility issue for motor carrier customers.
- Reduced administrative penalties and fines due to greater compliance.
- Reduction of CDL transactions completed over the counter in a DMV Office.







GOAL 2: IMPROVE CUSTOMER CONVENIENCE WITH INNOVATION IN TECHNOLOGY AND DATA SECURITY

Organizations who are responsive to the needs of their customers understand the power of leveraging resources. The Department's commitment to customer-focused goals utilizing resources to introduce innovative best practices, will allow the agency to be responsive to the evolving needs of its stakeholders. Integrating the latest in technological resources, the DMV shall continue to streamline processes and reduce wait times through business partnerships, kiosks, on-line web transactions, and mail services. It is through the agency's comprehensive efforts that the Nevada DMV is redefining what it means to be a public servant.

- 2.1 By 2019, the Department will develop and implement a public-facing, virtual assistant tool, designed to create a customized experience for each user. Further implementing mobile friendly design into both the tool and existing web resources will provide greater functionality to our citizenry.
- 2.2 Successful expansion statewide of the partnership program with AAA, to provide overthe-counter vehicle services in AAA office locations.
- 2.3 Select and transition to a new customer queueing system for offices, with a primary objective of majority appointment-based service. The new system should also improve ability to communicate with customers in office and organize them by their needs. Providing customers the ability to self-serve through the use of alternative technology education in office will also be a key priority.
- 2.4 Purchase and allow for the use of Mobile Capture Stations, to serve customers who are unable to visit a DMV location to receive services they require.
- 2.5 The Motor Vehicle Information Technology Division (MVIT) will implement password length increases by 2019. Further, modifying the registration process for the MyDMV portal will allow Driver Authorization Card holders to sign up and utilize services they previously did not have access to.





- 2.6 To ensure individuals accessing the DMV's computer systems meet federal and state eligibility requirements, the Department intends to progressively implement Duo Authentication protocols by 2019. Further, the Division will work toward development of biometric authentication planning in effort to support a single sign on for DMV resources by 2023.
- 2.7 In order to further improve customer convenience, the Electronic Dealer Registration System (EDRS) will be rebranded to better appeal to and educate customers and dealers, whom could benefit from increased usage of the system.
- 2.8 By 2020, the DMV will have implemented new card issuance protocols, including completing a vendor search with a focus on ability to provide cards with additional innovative technology and security enhancement.

MEASURABLE OUTCOMES:

- By providing customers the tools to find the specific answers unique to their needs, we can:
 - Reduce call volumes:
 - Reduce unnecessary¹ office traffic;
 - Increase customer preparedness and compliance;
 - Increase alternative service transactions.
- Increase the number of AAA offices across Nevada that offer over-thecounter DMV services.
- Reduction in customer wait times, particularly due to increased technological abilities and a transition to a majority appointment based service.
- Ability to further serve customers with ADA requirements or special needs.
- Increased MyDMV security through password complexity and length requirements.
- Implementation of multi-factor authentication and single stream sign
- Ability to issue cards with measurable increased security features as well as transition to Mobile DL capability, if and when, it becomes allowable by law.



Photo: Carson City Visitor's Bureau

¹ Transactions that took place in an office location, but could have been completed via alternative services. (Such as at a kiosk, using mail in or online services or through use of a MyDMV account.)





GOAL 3: EFFICIENT AND EFFECTIVE ADMINISTRATION OF THE DEPARTMENT

The DMV seeks to operate in a standardized and streamlined fashion across all divisions, eliminating cumbersome and unnecessary processes, manual workarounds, and external spreadsheets. The Department will utilize staff development and training to enhance internal methods to increase work turnaround and customer wait times measured through noteworthy decreases recorded year-over-year.

- 3.1 Development and implementation of a supplemental strategic communications plan in order to unite the Department on communication-related priorities such as consistent messaging, branding criteria, and other critical public facing initiatives. The plan will include specialized focus on increasing engagement Department-wide by creation of a Social Media Team and more proactive opportunities for improving service delivery.
- 3.2 Annually, the Department will review and revise, all required policy and procedure documents.
- 3.3 The Department will work through the plate reissuance back log by 2019 and remain current on all issuance of license plates.
- 3.4 Modernize DMV Service Requests and Change Management practices to better improve service delivery. The creation of a Prioritization Committee in order to align the Department's goals to the service projects will further increase effectiveness of the change management process.
- 3.5 The Department will seek to recruit and train a capable workforce and provide a culture of continuous learning, succession, and career planning in order to increase retention and support staff development, The Department will further utilize training to enhance internal



- methods to increase work turnaround, and further reduce customer wait times measured with noteworthy decreases year-over-year.
- 3.6 Formalize an internship program to provide students with opportunities to gain work experience and learn about State government by 2019.
- 3.7 The Department will provide the best tools and resources for staff to effectively complete their job duties. Incorporating technology to ensure continuous education and consistency in resources utilized by staff will better standardize the information each employee receives. Further examples include updating on hold messaging to phone lines and repurposing the employee

"AS DMV professionals, we must never allow ourselves to become complacent. We have an incredible responsibility and we must hold ourselves to a higher standard and ensure the best possible customer experience."

-Kurt Myers, 2017-2018 AAMVA Chair of the Board

Intranet site to store all forms and Policies & Procedures.

MEASURABLE OUTCOMES:

- Social media impact, including engaged internal influencers and success of diverse messaging, as well as improved measurable analytics such as reach, frequency, and followers.
- Decrease in office wait times or office traffic.
- Decrease in number of calls to the Call Center.
- Eliminate backlog of plate reissuance by 2019.
- Creation of internal prioritization committee, as well as overall 95% satisfaction rate on change management projects.
- Completion of desk manuals, targeted training, succession plans, and diverse staff development opportunities being utilized by a large percentage of employees.
- Internship program availability by the end of FY19. Long term, the number of interns that go on to become full time employees of the Department will be tracked.
- Revised employee intranet featuring searchable functionality, enabling employees both new and experienced to find answers they need quickly and consistently.



GOAL 4: INTRODUCE COMPLIANCE ENFORCEMENT AND PUBLIC SAFETY IMPROVEMENTS AND EFFICIENCIES

The Compliance Enforcement Division (CED) plays a key role in the public safety and environmental health of Nevada. The Division contributes to the protection of consumers through four key areas: licensing entities related to drivers and motor vehicle sales and services; oversight of emission programs; fraud prevention and detection efforts; and regulatory oversight of auto related businesses, such as auto repair shops, car dealers and drive schools.

Air quality control programs, such as Smog Spotter and the Heavy Duty Diesel Program, help monitor and regulate environmental air quality due to transportation related causes.

4.1 By 2020, the Department will improve the efficiency and expediency of Licensing programs through paperless technologies and increased training and resources. The Department seeks to proactively reduce consumer fraud and service complaints through scheduled regulatory and deceptive trade training for licensed vehicle dealers, financial institutions, and salespersons.

By 2024, the Department will seek legislation requiring background checks for renewal of occupational and business licenses to better identify persons unsuitable for continued licensure in their respective field.

4.2 By 2020, the DMV shall streamline and modernize all Emissions programs, including elimination of manual processes, reinstituting the Heavy Duty Diesel Enforcement Program, as well as establish a framework for remote sensing air quality control programs in Nevada.





4.4 Effectively resolve consumer complaints in a timely manner in the administration of auto related oversight for body shops, drive schools, and dealerships in Nevada. Further, improve the start to finish process and record keeping for consumer complaints in completion of these cases.

MEASURABLE OUTCOMES:

- Trackable resolution of complaints, including decrease in the amount of time to resolve cases; actions taken toward resolution; and totals of recoveries made for the citizenry.
- Reduction of staff time utilized for manual processes.
- Cost savings from eliminating monthly SMOG third-party services (phone and web, as well as duplicative reporting methods).
- Creation of a framework and regulations for allowing a remote sensing program, with the benefit of increased convenience by eliminating need for separate visit to a certified smog station for a percentage of customers.
- Integrate the use of paperless technologies for OBL, serving to eliminate duplicative processes and establishing well-defined policies and procedures.





Future Reno DMV Service Center, Coming Fall 2020

CONTACT US

Nevada Department of Motor Vehicles 555 Wright Way Carson City, NV 89711 DMVdirectorsoffice@dmv.nv.gov







DEPARTMENT OF MOTOR VEHICLES STRATEGIC COMMUNICATION PLAN 2018-2020





MISSION

The Department of Motor Vehicles proudly delivers efficient, innovative and diverse services providing for the identification, licensure and protection of all we serve.

VISION

A pioneer in efficient and responsive government, the Nevada Department of Motor Vehicles is committed to innovative services and solutions, today and tomorrow.

PHILOSOPHY

Always advancing in our commitment to meet the everchanging needs of all we serve, the Department of Motor Vehicles is unrivaled in its devotion to deliver modernized services. We are a forward-thinking organization, eagerly exploring new solutions. Our valued team of public servants hold a profound sense of responsibility for maintaining the safety of our communities and providing diligent administration, and we proudly embrace those duties.

We are efficient and responsive; we are "Driving Nevada".

VALUES

Dedication

Modernization

Vision

STRATEGIC COMMUNICATION PLAN

This document was created in an effort to unite the Department by creating a singular brand and establishing communication goals across all of our diverse locations and Divisions. At a high level, the plan outlines key objectives, goals, and messages of the organization as a whole. Further, the plan attempts to organize and prioritize services, makes changes to internal and external communication tactics, as well as provide a universal vision to all stakeholders. The plan is to be assessed and updated each biennium and also includes measurable objectives and outcomes.

OVERALL COMMUNICATION GOALS

- ∂ Effectively facilitate the Department's communication operations to demonstrate a commitment to innovation. includina continuous improvement and a shift toward more customer-focused strategies.
- To inform, educate and engage the citizens of Nevada of our services and methodologies, including promotion of alternative services, using more concise and clear communication.
- Create simplicity and standardization by providing employees the information they need to be successful at their jobs, in a motivating and viable way.
- Inform and engage employees by creating value and encouraging active participation within the organization through improved twoway communication.













- Become an asset in our communities, including engagement and promotion of humancentered activities, such as human trafficking awareness and prevention, Nevada Donor Network, and other worthwhile causes, to allow staff added value in their positions.
- ∂ Communicate new services, laws or Departmental changes to the public, keeping the messaging targeted and easy to understand for all citizens.
- Develop and foster partnerships with other agencies or organizations to promote services. provide consistency and create effective networks to provide the best information and opportunities for the citizens we serve.

ELEMENTS OF THE PLAN

STRATEGIC COMMUNICATION PRINCIPLES

The following core principles guide our internal and external communications with customers, staff, and partners.

We will communicate:

- **Effectively**: We will work to reduce customer confusion and staff frustration over misinterpretations or inability to locate information precisely and as needed.
- **Proactively**: We will work to use information we have or can acquire to improve services and experiences for our customers, as well as engage our employees and partners.
- **Collaboratively**: We will work to gather feedback from available sources to create continuous improvement. While we cannot please everyone, we can certainly value and respect the input of those that matter most to us: our customers and employees.
- With Value: We will attempt to eliminate the oversaturation and confusion by streamlining all communications, leaving only what is most relevant to the majority of our stakeholders. We will attempt to create a more effective and appealing form of communication with our employees, to better engage and promote changes and services for the Department.

AUDIENCE

<u>External</u>: The residents of Nevada utilizing any of our transactions or services, which are always changing and increasing. English





and Spanish speaking audiences will be targeted as the majority of the state's population falls within these two language demographics. It is critical we communicate in the manners most used by the public we serve.

In addition to the customers we serve, we also partner with several key external organizations to further promote and improve our services. The Department of Homeland Security's Blue Campaign, Nevada Donor Network, Nevada Executive Committee on Traffic Safety. Nevada Trucker's Association, AAA, and more work collaboratively with the DMV, and we wish to communicate openly and effectively as possible.

Internal: Staff communication is difficult with 17 separate locations spread out across the state, containing a network of nearly 1,200 employees across 7 Divisions. Our employees are our best and most effective tool for promoting changes to services as well as accurate, consistent information.

We will work closely with State of Nevada partners, such as the Department of Public Safety, Department of Transportation, Secretary of State's Office, and the Office of Traffic Safety to relay messaging and promote statewide well-rounded program areas.

KEY MESSAGES

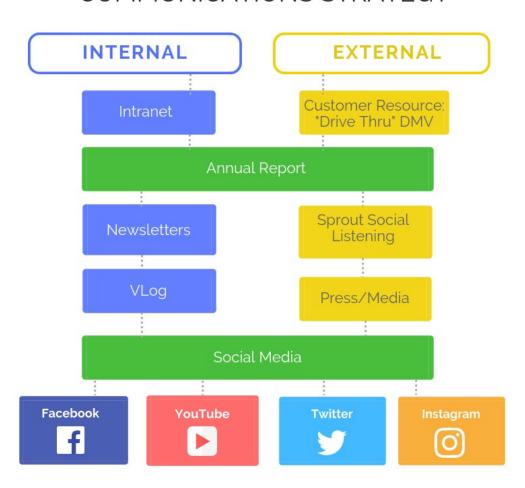
External:

- Avoid the wait
- Skip the trip
- Utilize DMV's alternative services for low or no cost—don't spend money you don't have to for third-party service options

Internal:

- Increased customer focus
- Educate and reduce error
- Dedication, Modernization, Vision

COMMUNICATIONS STRATEGY



NEVADA DMV 5 STRATEGIC COMMUNICATION PLAN

DETAILS & ACTION INITIATIVES

EMPLOYEE EDUCATION, ENGAGEMENT AND RESOURCES

- Engage and improve two-way communication between front-line employees and management to gather and effectively utilize customer and employee feedback, to be proactive in our approach.
- ∂ Correspond and coordinate in a more consistent manner with employees, in order to improve morale and increase uniformity across the geographical locations and Divisions.

ACTION ITEMS:	DESIRED OUTCOMES:
1.1 Build a universal messaging system f employees, via the revision and impro the employee intranet.	
 1.2 Create tools for employee use, included a Calendar to increase awareness of dates, including social media propand implementation dates. Searchable P&P documentation a located on the Employee Intrane Style Guide for the Department, i standard signature blocks and correspondence. 	and complete their jobs. ✓ Build public trust by increased professionalism and standardization. and forms, t.
1.3 Develop unique "listservs" for each lo reducing the amount of irrelevant dig that offices receive.	
1.4 Deploy ASK Initiative, encouraging sta questions and receive candid answer management.	
1.5 Use employee communication surver establish a baseline as well as measur changes and effectiveness	y to re future ✓ Compellation of results, ability to show growth and improvement.
1.6 Engage Divisions to streamline and redigital clutter regarding each of their webpages to better meet their needs needs of their customers.	respective communication needs projects or priorities.

ANALYTICS AND OUTPUTS

- *∂* Utilize reporting tools and analytics to aid in the goal of moving the Department communication from reactive to proactive in approach.
- δ Create or revise materials to promote unity and overall understand of the Department's priorities.

ACTION ITEMS:	DESIRED OUTCOMES:
2.1. Produce a summary report for the previous fiscal year, usable for new hires, legislature, current employees, and more.	 ✓ Annual Report published each year by October. ✓ Engage current employees to become future DMV leadership with observable growth and purpose.
 2.2. Design and utilize surveys to fill knowledge gaps between what we can see (via reporting tools) and what we assume. Customer focus groups for STAR project Online satisfaction ratings for new improvements, etc. 	 ✓ Create a baseline measurement ✓ Identify improvements and weaknesses, (SWOT areas) and react accordingly.
 Review all outgoing materials (such as postcard renewal reminders) to best message their purpose to consumers. 	✓ Provide another opportunity to educate and suggest alternative options for customers, prior to them coming to a DMV location.
2.4. Review "automated" messages, such as phone wait messaging, and update as needed.	✓ Decrease calls through phone call center, and reduce on hold wait times by providing answers to commonly asked questions.

PUBLIC RECORDS AND TRANSPARENCY

 ∂ Operate with consistent practices to ensure all requests are treated equally and stay within an acceptable use range of staff resources and time, while maintaining our duty to transparency.

ACTION ITEMS:	DESIRED OUTCOMES:
3.1. Revisit the Department's policy and procedures relating to Nevada Public Records Requests.	✓ Publish website with clear information✓ Standardized form for all requests
3.2. Single-source all public record requests into the SharePoint log to compile information into most effective use of resources	 ✓ Records will be easily accessible to all required staff ✓ Improved transparency
3.3. Outline and retain social media records to meet Nevada public record laws, including key metadata information.	✓ Outsource this through an archiving solution, integrated directly into the Department's Social Media channels.

SOCIAL MEDIA

- ∂ Utilize various social media to increase online traffic and alternative service usage.
- $\ensuremath{\partial}$ Communicate in the manner that is most used by the public we serve.

ACTION ITEMS:	DESIRED OUTCOMES:	
4.1. Actively participate across various social media platforms with relevant and frequent posts.	✓ Increase in the number of followers, as well as engagement counts and interactions.	
4.2. Produce and employ solid policies, both internal and external, to efficiently maintain the widespread challenges of utilizing social media.	✓ Prevent inappropriate content on Department social media, as well as avoid misuse or misrepresentation of Department	
4.3. Utilize video, digital and multimedia content to support and enhance communication.	 ✓ Prioritize video content ✓ Create video and easy to use tutorials ✓ Provide weekly Live Chats or other hashtag or trending topics 	
4.4. Establish DMV Social Media Team to spearhead increased presence and impact, as well as respond to customer's questions.	✓ Create social email account to serve as simple way for staff to submit photos and posts.	
4.5. Develop standardized response messages for "Bot" technology, for use on social media	✓ Improved social media response times and customer experience.	
4.6. Prepare social media plan.	 ✓ Provide clear direction for frequency of posting, as well as target topics. ✓ Serve as guiding principal documentation for the Social Media Team. 	

NEVADA DMV 8 STRATEGIC COMMUNICATION PLAN

CUSTOMER CLARITY, CONVENIENCE AND RESOURCES

- Outilize reporting tools and statistics to evaluate customer trends, creating a more issuetargeted approach to communication. Tools include alternative services utilization, reporting, web analytics, and more.
- Oreate a more relevant experience for the user by establishing a "personal needs assessment" for discovering their specific details for a transaction, thereby reducing irrelevant data and increasing compliance.

ACTION ITEMS:	DESIRED OUTCOMES:
5.1. Create online walk through tool to improve the customer's experience by bringing relevant information and means of accomplishing their needs to them.	 ✓ Increase in alternative service transactions and customer satisfaction. ✓ Create an innovative and effective tool that isn't found elsewhere in governmental service.
5.2. Directly work with Google and other companies (@me.com; iCloud, etc.) To reduce contact related issues, such as the consistent blocking of our reminders or alerts with certain types of email accounts.	✓ Ability for customers to receive their email notifications without problem
 5.3. Reduce redundant references online and clarify information in an effort to simplify and condense the amount of information for easier overall consumption. Examples: Clearly state the impact of "ecorrespondence" option new MyDMV customers Reduce confusion over appointments (how to make one, cancel, change, etc.) Clarify address updates or other "simple" process changes Add verbiage to MyDMV for reset password Clarify the need for a marriage certificate when, and more. 	 ✓ Increase in customer's ability to find the answers to their own questions, increasing their satisfaction and experience. ✓ Decrease in phone calls for simple issues
5.4. Creation of tutorials and instructions in order to complete services located right alongside of the opportunity to complete. Example: On the sign up page for a MyDMV account, provide short video lesson on how to complete registration.	✓ Improved ability to do "self-service" transactions and access alternative services.
5.5. Make dmvnv.com a responsive website, providing functionality to keep up with	✓ Improve access to services for tablet, mobile or other users.

shifting trends.

NEW INITIATIVES & INNOVATIVE RESOURCES

 ∂ Always stay on the cutting edge of what is in the best interest of our customers, including promoting expanded opportunities, providing creative solutions, and leveraging our resources into educational assets for the public we serve.

	·
ACTION ITEMS:	DESIRED OUTCOMES:
6.1. Provide Spanish language guides and tutorials when DAC holders transition to availability of MyDMV portal accounts.	✓ High number of DAC holders who sign up for MyDMV without additional assistance.
6.2. Develop autonomous vehicles website, for use of the public and other key stakeholders.	One stop resource for promoting Nevada's efforts in Autonomous Technology with the many AV industry partners.
6.3. Expand education efforts on the variety of DMV official alternative services transactions, particularly to aid in the reduction of the usage of third party, for profit, document preparation registration services.	 ✓ Reduction in consumer complaints or sites masquerading as official entities of the Department, utilizing DMV logo or branding tactics. ✓ Decrease in unnecessary¹ use of third party services.
6.4. Optimize web presence to ensure top priority among search engines and earn consumer trust	✓ Higher rated web presence would lead to an increased reliability of service, visibility and access for all customers, and reduction in consumer complaints of unofficial entity sites.
6.5. Develop and run a year-long campaign for the Real ID compliance deadline, to ensure Nevadans are adequately prepared for the implementation of TSA enforcement on Real ID while flying. Time period shall be approximately October 2019 to October 2020.	 ✓ Increased understanding of TSA deadline and requirement for Real ID. ✓ Partner with TSA to proactively capture audience. ✓ Increase number of Real IDs issued.
	 6.1. Provide Spanish language guides and tutorials when DAC holders transition to availability of MyDMV portal accounts. 6.2. Develop autonomous vehicles website, for use of the public and other key stakeholders. 6.3. Expand education efforts on the variety of DMV official alternative services transactions, particularly to aid in the reduction of the usage of third party, for profit, document preparation registration services. 6.4. Optimize web presence to ensure top priority among search engines and earn consumer trust 6.5. Develop and run a year-long campaign for the Real ID compliance deadline, to ensure Nevadans are adequately prepared for the implementation of TSA enforcement on Real ID while flying. Time period shall be approximately October 2019 to

¹ For transactions that could have been completed alternatively and not in an office location, using kiosks, portal accounts or online services.

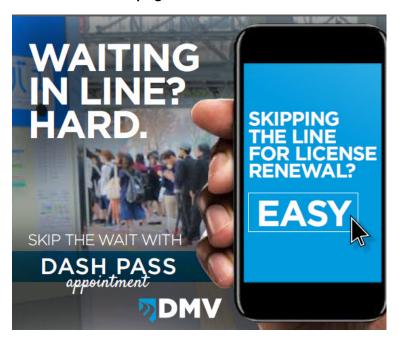
KEY INDICATORS

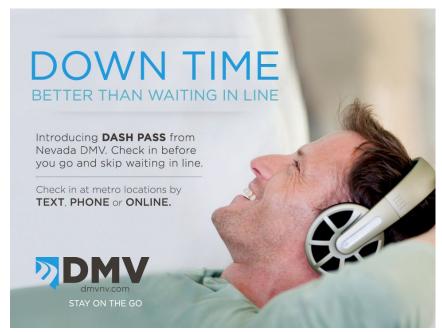
	FY17	FY18		
DMV Operational Results				
Appointments ¹	58% Arrived	65% Arrived		
Total DMV Transactions ²	9,214,399	9,470,890		
Alternate Services Overall Usage	3,496,667 / 37.95%	3,646,279 / 38.5%		
Web	1,986,120 / 21.55%	2,106,898 /22.25%		
MyDMV	701,438 / 7.61%	697,033 / 7.36%		
Kiosks	652,164 / 7.08%	668,138 / 7.05		
Emission Renewals	156,945 / 1.70%	174,210 / 1.84%		
EDRS Usage / % of Eligible ³	83,273 / 27%	86,224 / 27%		
Call Center Phone Calls/Email per month ⁴	Average 28,000 phone calls/ 5,000 emails			
DMVNV.COM Analytics ⁵				
Users / Sessions	4,226,035 / 11,137,556	4,366,928 / 11,707,031		
Mobile	1,880,349 / 4,699,336	2,024,855 / 5,225,161		
Desktop	2,083,199 / 5,811,598	2,044,214 / 5,841,009		
Tablet	262,487 / 626,622	263,460 / 640,861		
Session Average Pages / Time	2.14 / 2:58	2.11 / 3:08		
Social Media ⁶				
Facebook Fans	11,865	12,393		
Facebook Imp. / Eng. / Clicks	9.15m / 20,789 / 19,302	6.5m / 3,501 / 23,013		
Twitter Followers	2,562	2,944		
Twitter Imp. / Eng. / Clicks	43,808 / 1,232 / 57	168,100 / 1,732 / 165		
Instagram Followers	0	0		
YouTube Subs Added/ Views ⁷	106 / 272.4K	1 475.2K		

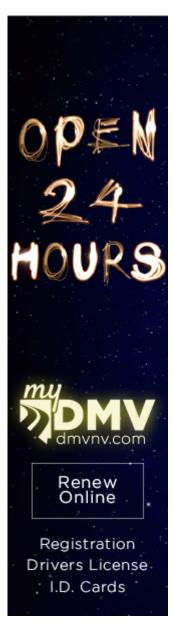
- 1 Percentage of Set Appointments checked in at the office.
 Source: incomplete QLess data. New reporting coming with new system in CY 2019.
- 2 BORG, Transaction Statistics, Rpt7ServiceCount
- 3- Alternate Technology Renewal History Report
- 4- Average based on 3 year history for calls
- 5 Google Analytics, Audience, Mobile, Overview
- 6 Facebook and Twitter data from Sprout Social, Reports
- 7 YouTube Subscribers Added/Views youtube.com/analytics

Cost Proposal Sample 1

Public Education Campaign







SVOR





YOUR RIGHTS

The Department of Motor Vehicles (DMV) has revoked your driver's license under administrative authority granted by the Nevada State Legislature.

You have the right to appeal your license revocation by requesting a hearing before the Office of Administrative Hearings.

If you request a hearing, the Nevada DMV will run a national check of your driving record. If you have no other active revocations or suspensions, you will be cleared to receive a temporary driver's license or receive a stay action as appropriate.

The temporary license must be obtained from a DMV full service office. It is similar to a normal license and contains your photograph.

The Office of Administrative Hearings will schedule your hearing after it has received your request and the documentation of your arrest. You will be notified by mail. The office will issue subpoenas to the arresting officer and other parties as appropriate.

You may represent yourself or retain an attorney at your own expense. The arresting officer will testify on the facts of your arrest and test results.

The scope of a DUI administrative hearing is limited to the issue of whether you, at the time of the test, had a concentration of alcohol of 0.08 or more in your blood, breath or urine, or whether you had a detectable amount of a controlled and/or prohibited substance as determined by a chemical test.

AT THE HEARING

Administrative hearings are conducted in the same manner as civil or criminal trials. An Administrative Law Judge (ALJ) presides over the hearing and renders a decision.

Hearings are open to the public and recorded.

During the hearing:

- Witnesses testify under oath.
- Witnesses may be cross-examined.
- The ALJ may consider physical evidence.
- The ALJ must consider all appropriate statutes, regulations and case law.
- Appropriate dress is expected.
- Abusive or disruptive behavior or any sign of intoxication will cause the ALJ to terminate the hearing.

The ALJ will issue a written decision, usually within 30 days.

Your temporary license will remain valid until the ALJ's written decision is received and processed by the DMV. Copies are also sent to you and your attorney.

The ALJ's decision is final and binding. It may be appealed to a District Court and then to the Nevada Supreme Court.





WHAT'S NEXT

If the ALJ rules in your favor (*rescinds* the revocation), you will be cleared to obtain a permanent driver's license from the DMV as long as you are otherwise eligible.

Your license status will continue to be listed as temporary until you physically receive a new license from the DMV.

If the ALJ rules against you (affirms the revocation), you will be mailed a separate notice which lists the beginning and ending dates of your revocation. You must surrender your temporary license at a Nevada DMV office prior to the beginning date. In most cases, the DMV will issue an identification card if requested.

Reinstatement of your driving privilege is not automatic. Your license will remain revoked until you physically receive a new driver's license.

To regain your license, you must:

- Contact the DMV for the specific reinstatement requirements you must follow.
- Install an ignition interlock device or wait until the end of all revocation periods.
- File SR-22 insurance coverage or other proof of financial responsibility.
- Apply for a license, pass the written and vision tests and, if required, a driving test.
- Pay the appropriate administrative and civil fees.

If you move out of state, you may obtain a clearance letter and receive a license in your new state. You will have to pay Nevada reinstatement fees and civil assessments.

Contact the DMV at (775) 684-4368 or www.dmvnv.com.

KNOW THE LAW

Driving on a Revoked License

- You will be arrested.
- Minimum 30 days of jail time or 60 days of house arrest.
- \$500 to \$1,000 possible fine.
- License revoked for one additional year.
- Plea bargaining and suspended sentences are prohibited.

Repeat DUIs

Offenders who have been convicted of a felony DUI once will face felony charges on all subsequent arrests. Misdemeanor DUIs committed more than seven years after a prior offense may be treated as a first offense.

A second misdemeanor DUI within a seven-year period carries a longer jail sentence, a higher fine, a one-year driver's license revocation and no restricted license.

A third DUI within a seven-year period is a felony with a minimum prison term of one year and a license revocation of three years.

Your Records

Records of a DUI arrest and/or conviction remain in criminal history files for the rest of your life. Criminal convictions are public records.

Convictions and license revocations remain on your full DMV record for the rest of your life. DUIs and other traffic offenses are reported to insurance companies and most employers for three years, to other state DMVs for ten years and to law enforcement and courts indefinitely.

A revoked driver's license that is not reinstated will remain revoked indefinitely. You will not be able to obtain a license in any other state.

CONTACT US

The Office of Administrative Hearings has three office locations in Nevada. Administrative Law Judges (ALJs) also travel to other areas as needed.

Carson City/Reno (775) 684-4574 555 Wright Way in Carson City

Las Vegas (702) 486-4940 2621 East Sahara Avenue

Elko (775) 753-1239 3920 East Idaho Street

Statewide Toll Free Number 1-800-992-0900, ask for 684-4574

Written requests should be directed to:

Department of Motor Vehicles Office of Administrative Hearings 555 Wright Way Carson City, Nevada 89711-0960 Fax: (775) 684-4569





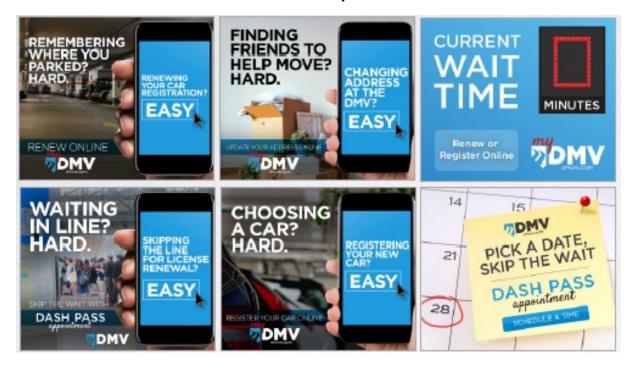
DRIVER'S LICENSE DUI REVOCATION HEARINGS

Office of Administrative Hearings Nevada Department of Motor Vehicles

Nevada DMV Marketing Materials Examples

Prepared for RFP 81DMV-S457 - March 7, 2019

Internet Banner Ads and Social Media Graphics







Videos

See the <u>DMV YouTube</u> channel for videos on SmogSpotter, Dash Pass Appointment, Kiosks and MyDMV. The first video listed, human trafficking, was created in-house. The following six were created by our agency partner.

Radio Scripts

30-SECOND

ANNCR: Wanna make your life easier? At the Nevada DMV, we're doing our best to make everything simple for

you. Schedule an appointment online and skip the wait in line with DashPass Appointment—available at

most NDMV locations.

Or, better yet, skip the trip altogether and take care of the most common transactions from anywhere—

through the MyDMV online portal. Sounds pretty easy, right?

Visit dmvnv.com to learn more. Stay on the go with the Nevada DMV.

15-SECOND

ANNCR: Wanna make your life easier? Skip the wait in line at the Nevada DMV with DashPass Appointment. Or,

skip the trip altogether with the MyDMV online portal. Visit dmvnv.com to stay on the go with the

Nevada DMV.

30-SECOND

ANNCR: You know those smoking vehicles you see on the road?

SFX: Diesel-sounding engine noise.

ANNCR: We want you to report them. Why? Because they put out emissions that harm your respiratory,

cardiovascular and immune systems.

SFX: Respiratory machine and heart rate monitor beeping.

ANNCR: Plus, the toxins they emit soak into our soil and water—and then get absorbed by plants and animals.

SFX: Nature sounds—birds chirping, water bubbling, etc.

ANNCR: So keep Nevada's air healthy—report smoking vehicles at 844-END-SMOG or at SmogSpotter.com.

Billboards





Printed Collateral

Moped Registration Poster



Voter Registration Window Cling



Table Tent/Driver Handbook Back Cover



SmogSpotter business card



