



1300 I Street, Suite 930
Sacramento, CA 95814
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REQUEST FOR PROPOSAL - Secondary
Release date; April 10, 2019

Notice to Prospective Proposers
Single Award
California Arts License Plate Marketing Consultant - RFP-2018-004

You are invited to review and respond to this Request for Proposal (RFP) pursuant to Public Contract Code sections 10340 to 10345 (See [State Contract Manual, Volume 1, Section 5.25](#)). In submitting your proposal, you must comply with the instructions listed in the RFP.

In the opinion of the California Arts Council (CAC), this RFP is complete and without need of explanation. If potential bidders have additional questions regarding intent, expectations, or other topics pertaining to this RFP, they may submit an [email](#) to Laura Littlefield by **April 24, 2019 by 12:00 p.m.** All questions received by the CAC will be compiled and made [available online](#) by **April 26, 2019 at 12:00 p.m.**

The California Arts Council is committed to the accessibility of its online content. If you do not have Internet access and need to obtain a hard copy of this RFP, and/or need an interpretation or written translation of this RFP in another language, call (916) 322-6379. Large print is also available upon request.

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

Quick Reference of Important Dates (for all Key Action Dates, go to page 8):
Proposal Submissions Due **May 14, 2019 at 5:00 p.m.**

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A. Purpose, Background and Scope of Work

1. Purpose

The California Arts Council is seeking a qualified full-service marketing agency or consultant (Contractor) to develop and execute a marketing campaign for the California Arts License Plate (Arts Plate). A single contract will be awarded for a 30-month period (June 2019 to December 2021).

The CAC reserves the right to extend the contract on a pro-rated basis if the project requires additional work beyond the 30-month contract period. The extension shall be by mutual agreement between the Contractor and the State.

Any extension and related terms, conditions and prices shall be by mutual agreement between the Contractor and the CAC. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term (December 2021).

The CAC is seeking a Contractor to provide comprehensive marketing services in order to build awareness and increase sales of the California Arts Plate. Those services may include, but are not limited to, the development and execution of:

- Branding positioning
- Messaging
- Graphic design
- Marketing plan
- Media plan
- Digital strategy
- Advertising campaign
- Website management

2. Proposal Components

To be considered, a Proposer must submit a complete proposal. In addition to the **required checklist (Attachment 1)**, below are the required elements to complete your RFP proposal.

A proposal lacking the Proposer's name, address, email address, telephone number and/or any required document may be deemed non-responsive. The proposal must

have a header that includes the following: (1) name of the proposing individual; and, (2) page numbers that include total pages (ex: Page 1 of 10).

- a) **Proposal / Proposer Certification Sheet:** Complete and attach the Proposal/Proposer Certification Sheet (Attachment 2).
- b) **Summary Letter:** A summary letter to introduce the responding Proposer(s). Provide a brief individual or firm history, values and a summary of related projects. Please succinctly demonstrate the individual or firm's ability to meet the requirements of this RFP. The evaluation committee should be able to determine the essence of the proposal and how well it meets the requirements by reading this summary.
- c) **Demonstration of Minimum Requirements:** Proposers must provide a complete response to the Demonstration of Minimum Requirements.
- d) **Methodology and Approach:** A detailed description of the methodology and approach the Proposer would utilize for this project, including a timeline with budget estimates and key benchmarks. Budget estimates should be delineated by Contractor fees and direct marketing costs and should match the attached Cost Proposal Worksheet. The methodology and approach should address the scope of work outlined in Section A Item 4.
- e) **Work Samples:** Proposer must provide one USB Flash Drive containing actual work samples. A minimum of three sample branding documents, three advertising samples, two marketing plan samples, and two multi-media samples (video or animation) must be included. Additional samples may include graphic design samples, research documents, presentation materials, communications materials, etc. Clearly mark your USB flash drive with Proposer's name.
- f) **Project Personnel:** Proposers must include a biography(s) of individual(s) proposing to provide services.
- g) **Cost Proposal Worksheet:** List all Proposer fees and direct marketing costs for the completion of the project, according to this RFP. Travel-related expenses are part of the contract and cannot be billed as extras beyond the contract bid. Proposals should reflect these expected expenses accordingly.

- h) **Proposer References:** Submit names, addresses, telephone numbers, and email addresses of three clients for whom the Proposer has provided comparable services and activities as referenced in this RFP. The CAC may check references listed by the Proposer. Please verify that the contact information provided is up to date.

- i) **Acceptance of Terms and Conditions:** The Proposer must check the appropriate box and sign the Acceptance of Terms and Conditions (Attachment 10).

If the Proposer marks the second box (Proposer proposes exceptions or changes to Terms and Conditions), the required additional materials must be provided. An "exception" includes any addition, deletion, or other modification.

If exceptions are identified, the Proposer must also submit (1) a red-lined version of the Terms and Conditions that implements all proposed changes, and (2) a written explanation or rationale for each exception and/or proposed change.

3. Background

The Arts Plate was created through special legislation in 1994. Since then, the iconic image has become famous worldwide, and proceeds from the plate have provided millions of dollars to support arts programs in California through the California Arts Council. Arts Plate funds provide a critical and diverse funding source for the agency.

The California Arts Plate is a joint project between the California Arts Council and the Department of Motor Vehicles and was the first specialty plate program in the U.S. designed solely to benefit the arts. The plate image is titled "Coastline" and was created by renowned California artist Wayne Thiebaud in 1993.

Drivers in California can purchase standard-number plates through the DMV for \$50 with a \$40 renewal fee. Drivers who choose to enhance the plate with personalized letters and numbers may do so for \$103 with an annual \$83 renewal fee. Arts Plate sales and renewal fees may be tax deductible for individuals and businesses.

Currently, there is not an active marketing campaign for the California Arts Plate. Examples of past marketing campaign materials utilizing celebrities and their

likeness as “Arts Drivers” can be viewed at this link:

<http://www.artsplate.org/theplate>.

More information on the California Arts Plate can be found at www.artsplate.org.

More information on California’s Special Interest License Plate program can be found at <https://www.dmv.ca.gov/portal/dmv/detail/online/elp/elp>.

The selected contractor will be briefed on opportunities of Arts Plate marketing, such as:

- Potential for new/renewed celebrity endorsements
- Iconic and appealing license plate design
- Passionate base of arts supporters
- Network of grassroots arts partners to deploy future campaign

The selected contractor will be required to address identified challenges of Arts Plate marketing, such as:

- Lack of awareness in the marketplace
- Competition from other specialty license plates
- Customer purchasing experience/low conversion rates
- Statutorily-limited marketing budget

About the California Arts Council

The mission of the California Arts Council, a state agency, is to advance California through the arts and creativity. The Council is committed to building public will and resources for the arts; fostering accessible arts initiatives that reflect contributions from all of California’s diverse populations; serving as a thought leader and champion for the arts; and providing effective and relevant programs and services. To learn more about the CAC, visit our [website](#).

4. Scope of Work

- 1) **Marketing strategy and plan development, including brand strategy, visual identity, and messaging – due December 2019:** Contractor will develop a comprehensive marketing strategy and plan for the Arts Plate, to be approved by the CAC. Components of strategy and plan development should include but are not limited to:
 - a) Analyzing data of past sales to inform strategy.
 - b) Conducting necessary market research to inform strategy.
 - c) Gathering input from current and past CAC Council and staff.

- d) Utilizing a community-based approach to gather public input from various stakeholders such as artists, local community, automotive industry, government and private sector (business) entities.
 - e) Developing and testing targeted messages for multiple audiences.
 - f) Developing comprehensive marketing plan informed by research and analysis.
 - i) The marketing plan may include, but is not limited to, social media advertising, digital advertising, print advertising, outdoor advertising, transit advertising, grassroots marketing, earned media, video, and other methods.
 - g) Developing detailed budget allocations for project.
 - h) Developing ROI benchmarks to be mutually agreed upon by Contractor and CAC.
 - i) Identifying short- and long-term goals and benchmarks.
 - j) Outreaching to past celebrity Arts Drivers, as needed, and developing new endorsements.
 - k) Pursuing cause/affinity partners for discounted or in-kind advertising placement.
 - l) Researching unique considerations for the sale of California specialty license plates.
 - m) Designing visual brand identity and marketing collateral, providing multiple options for CAC consideration and selection.
 - n) Utilizing video, animation, or other interactive media in development of visual brand identity.
 - o) Creating style guide for selected brand identity.
- 2) **Plan implementation – January 2020 to December 2021:** Contractor will implement the two-year marketing plan and serve as the agency of record for the California Arts Council’s Arts Plate program. Implementation should include but is not limited to:
- a) Designing custom marketing collateral, providing multiple options for CAC consideration and selection.
 - b) Timely routing of content and collateral for CAC review and approval.
 - c) Evaluating and recommending adjustments to plan based on real-time results.
 - d) Updating and maintaining the Arts Plate website and social media accounts, in collaboration with CAC staff.
 - e) Monthly report-out on plan status and benchmarks, including tracking of campaign engagement, leads conversion, and ROI based on sales of the plate.

- f) On-time and on-budget implementation of all elements of approved marketing plan.
- g) Presenting to partners, endorsers or influencers to grow reach of campaign.
- h) Tracking and managing budget allocations and expenditures.

Other work as deemed necessary to fulfill the project goals will be mutually agreed upon by the CAC and Contractor.

5. Expected Competency and Minimum Qualifications

As an outcome of this RFP, the CAC intends to contract with one (1) selected Proposer through a Standard Agreement as described in this RFP.

Proposers should review, understand, and meet the minimum qualifications below before submitting a proposal.

Minimum qualifications for this project are:

- The Proposer must have an office located in California.
- The Proposer must be in good standing and qualified to conduct business in California.
- If a nonprofit, the Proposer must provide proof of nonprofit status.
- The Proposer must have a minimum of five years' experience and expertise in providing comprehensive creative services, including, but not limited to:
 - Branding and messaging
 - Advertising and marketing
 - Communications and media
 - Graphic design
 - Digital strategy
 - Product marketing
- The Proposer must have a minimum of three years' experience working with caused-based marketing clients, especially in California or in similarly diverse and large states or regions.

6. Deliverables

As a result of this RFP, the selected Contractor will deliver:

Deliverable	Deadlines	Description
Research Plan	Research Plan Due: July 2019	<ul style="list-style-type: none">● Analyzing data of past sales to inform strategy.

	<p>Research Complete by October 2019</p>	<ul style="list-style-type: none"> • Conducting necessary market research to inform strategy. • Gathering input from current and past CAC Council and staff. • Utilizing a community-based approach to gather public input from various stakeholders such as artists, local community, automotive industry, government and private sector (business) entities. • Developing and testing targeted messages for multiple audiences. • Researching unique considerations for the sale of California specialty license plates.
Marketing Plan	<p>Draft Submitted for CAC Review: October 2019</p> <p>Final Plan Due: December 2019</p>	<ul style="list-style-type: none"> • Developing comprehensive two-year marketing plan informed by research and analysis. • Developing detailed budget allocations for project. • Identifying short- and long-term goals and benchmarks.
Outreach Plan	<p>Outreach Plan Due: August 2019</p> <p>Outreach Complete by November 2019</p>	<ul style="list-style-type: none"> • Outreaching to past celebrity Arts Drivers, as needed, and developing new endorsements. • Pursuing cause/affinity partners for discounted or in-kind advertising placement.
Brand & Graphic Design	<p>Draft Submitted for CAC Review: October 2019</p> <p>Final Brand & Graphic Design Due: December 2019</p>	<ul style="list-style-type: none"> • Designing visual brand identity and marketing collateral, providing multiple options for CAC consideration and selection. • Utilizing video, animation, or other interactive media in development of visual brand identity. • Creating style guide for selected brand identity.

<p>Marketing Plan Implementation</p>	<p>Ongoing: January 2020 to December 2021</p> <p>Monthly reports due to CAC</p>	<ul style="list-style-type: none"> • Implement two-year marketing plan. • Serve as the agency of record for the California Arts Council’s Arts Plate program. • Monthly report-out on plan status and benchmarks, including tracking of campaign engagement, leads conversion, and ROI based on sales of the plate. • On-time and on-budget implementation of all elements of approved marketing plan. • Tracking and managing budget allocations and expenditures.
<p>Marketing Collateral</p>	<p>Ongoing: January 2020 to December 2021</p> <p>CAC review and approval as-needed</p>	<ul style="list-style-type: none"> • Designing custom marketing collateral, providing multiple options for CAC consideration and selection. • Timely routing of content and collateral for CAC review and approval. • Updating and maintaining the Arts Plate website and social media accounts, in collaboration with CAC staff.
<p>Marketing Plan Evaluation & Improvements</p>	<p>Ongoing: January 2020 to December 2021</p> <p>CAC review and approval as-needed</p>	<ul style="list-style-type: none"> • Evaluating and recommending adjustments to plan based on real-time results. Recommendations must comply with project budget. • Presenting to partners, endorsers or influencers to grow reach of campaign.
<p>Meetings with the CAC</p>	<p>Twice monthly check-ins</p> <p>Four in-person meetings</p>	<ul style="list-style-type: none"> • Contractor is expected to maintain communication with CAC staff throughout the contract period twice monthly, at minimum. • Contractor may work from their own office location; however, a minimum of four in-person meetings with CAC staff in Sacramento are required.

B. Proposal Requirements and Information

1. Key Action Dates

EVENT	DATE	TIME
RFP Available to Prospective Proposers	April 10, 2019	12 p.m.
Final Date for Submission of Questions on RFP	April 24, 2019	12 p.m.
All Questions Answered and Posted Online	April 26, 2019	5 p.m.
Final Date to Submit Protests of RFP Requirements (see Section C.8)	May 1, 2019	5 p.m.
Final Date for Proposal Submissions	May 14, 2019	5 p.m.
Closed Session Committee Review of Proposals	May 16 & 17, 2019	9 a.m.
Notice of Intent to Award	May 21, 2019	2 p.m.
Proposed Award Date	May 30, 2019	12 p.m.

2. Work Schedule Requirements

The CAC anticipates that the work related to this RFP will start on or before June 30, 2019. The actual start date is contingent upon approval of an awarded contract resulting from this RFP by the California Department of General Services, Office of Legal Services.

The timeline and milestones for payment will be developed between the CAC and the Contractor once the award of this contract has been finalized.

Post-contract award revisions to timeline and finish date are subject to approval by the CAC.

The Contractor is expected to maintain communication with CAC staff throughout the contract period twice monthly, at minimum. The Contractor may work from their own office location; however, a minimum of four in-person meetings with CAC staff in Sacramento are required. The Contractor will have completed the scope of work and contract of this RFP 30 months from the onset of the contract date.

3. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared by the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to CAC by dates and times shown in the **Proposal Requirements and Information - Key Action Dates (page 8)**. Proposals received after this date and time will not be considered.
- d) A minimum of **five copies plus the original** of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by the individual Proposer. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, the Proposer's name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

J.P. Bidder
XYZ Consultant Group
123 Main Street
Somewhereville, CA 90000

RFP-2018-004
California Arts License Plate Marketing Consultant
DO NOT OPEN

- g) If the proposal is made under a fictitious name, business title or abbreviated name, the actual legal name of Proposer must be provided.
- h) Proposals not submitted under sealed cover and marked as indicated may be rejected.

- i) All proposals shall include the documents identified in the Required Attachment Checklist (Attachment 1). Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.

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

Laura Littlefield
Associate Governmental Program Analyst
California Arts Council
1300 I Street, Suite 930
Sacramento, CA 95814
Re: “Arts Plate Marketing RFP”

- k) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause a proposal to be rejected.

- l) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.

- m) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.

- n) An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

- o) A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

- p) A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the submission deadline. Proposals may not be withdrawn without cause subsequent to the submission deadline.
- q) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- r) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- s) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
- t) The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

4. Proposal Evaluation Process

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

Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected.

Award, if made, will be to the highest-scored responsible and responsive proposal.

5. Proposal Evaluation

Due to the specific experience needed in order to fulfill the RFP, the point system set to evaluate proposals is defined in this RFP and follows Public Code Contract process methodology.

The initial review of the proposals will confirm that all information has been submitted in conformity with the requirements of this RFP. The absence of required information will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification. Responsive proposals will then be scored according to the criteria and point scale included in Appendix 2: Scoring Rubric.

Read Appendix 2: Scoring Rubric carefully to fully understand how proposals will be reviewed and scored.

Cost of Proposal

The total costs of all tasks of this RFP, including advertising and marketing expenditures, cannot exceed **\$200,000** total. Use the Cost Proposal Worksheet (Attachment 8) as a guide in preparing your cost proposal.

The highest score for this criterion is given to the proposer with the lowest overall bid. Scores for other proposers are given by standard formula in relationship to the lowest bid submitted:

(Lowest Proposer's Cost / Other Proposal) X maximum cost points = cost points for the Other Proposal

EXAMPLE with 60 Cost of Proposal points available

Proposal 1 = \$110,000

Proposal 2 = \$115,000

Proposal 1 = (Lowest Proposer's Cost) 60

Proposal 2 = (110,000 / 115,000) X 60 = 57

6. Award and Protest

- v) Notice of the proposed award shall be posted on [our website](#) and in a public place in the office of the CAC; 1300 I Street, Suite 930; Sacramento, CA 95814, for five working days prior to awarding the agreement.

- w) If any Proposer determines that this RFP unnecessarily restricts their ability to submit a responsive proposal, the Proposer is allowed to submit a protest by the date listed in the Key Action Dates section (page 8).

- x) All protests must be made in writing and must contain a statement of the reason for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Protests will be heard and resolved by the Deputy Director of the California Arts Council, whose decision will be final.
- y) Failure by any Proposer to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.
- z) Protests must be mailed or delivered to:

California Arts Council
Attn: Deputy Director
1300 Street, Suite 930
Sacramento, CA 95814

- b) If any Proposer, prior to the award of agreement, files a protest with the CAC and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) Proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five days after filing the initial protest, the protesting Proposer shall file with the DGS, OLS, and CAC a detailed statement specifying the grounds for the protest. If a protest is filed, this contract will be awarded upon resolution.

7. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

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

8. Agreement Execution and Performance

- a) Performance shall start on a date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

C. Preference Programs

The Disabled Veterans Business Enterprise Participation does not apply to this bid.

Small Business Preference

Certified, responsive and responsible Proposers with State of California Small Business designation will receive an additional 5% of the total points awarded to the highest scored responsive and responsible non-small business bidder (per State Contracts Manual Volume 1, Chapter 8, Section 8.2). **A bidder may claim the Small Business and/or Micro Business preference if the bidder submits a complete application for certification to the DGS/OSDS by 5:00 p.m. on May 14, 2019.**

D. Standard Agreement (STD 213)

Standard Agreement (STD 213) is for reference only. A sample of the [Standard Agreement \(STD 213\)](#) can be viewed under "Forms". It does not need to be filled out and submitted at this time.

All agreements entered into with the State of California will include by reference General Terms and Conditions referred to in STD 213, and Contractor Certification Clauses that may be viewed and downloaded on the [Department of General Services website](#) (see "Standard Contract Language").

E. General Terms and Conditions

APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

TIMELINESS: Time is of the essence in this Agreement.

COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

The Government Code Chapter on Antitrust claims contains the following definitions:

“Public purchase” means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

“Public purchasing body” means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as

may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

F. Additional Provisions

The following provisions are applicable to this RFP and are made available to the Proposer in this RFP.

1. Budget Contingency Clause - State

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

2. Budget Contingency Clause - Federal

- a) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- b) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year 2018/19 for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- c) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

3. Operating Hours

Normal CAC operating hours are 8 a.m. to 5 p.m. Monday through Friday. Specific work hours of the Contractor are flexible, although meetings will take place during regular business hours.

4. Cultural Competence

- a) The Contractor shall operate a culturally competent program. Cultural competence refers to the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation, and other diversity factors in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, and protects and preserves the dignity of each.
- b) There are five essential elements that contribute to a system's ability to become more culturally competent. The system should (1) value diversity, (2) have the capacity for cultural self-assessment, (3) be conscious of the dynamics inherent when cultures interact, (4) institutionalize cultural knowledge, and (5) develop programs and services that reflect an understanding of diversity between and within cultures. These five elements shall be manifested in every level of the service delivery system. They shall be reflected in attitudes, structures, policies, and services.

5. Intellectual Property Considerations

- a) The collective work created under this contract shall be considered a work for hire.
- b) Contractor shall acquire and transfer to the CAC in written form all necessary rights and permissions for ideas and/or images use without restriction.

6. Disputes Resolution

- aa) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- bb) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- cc) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final

decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

7. Amendments

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

8. Contractor Evaluations

Contractor performance will be evaluated and documented using the following guidelines:

- a) One Contract/Contractor Evaluation, form STD 4, must be prepared within 60 days of the completion of the contract.
- b) The agency shall document the performance of the Contractor in doing the work or in delivering the services for which the contract was awarded.
- c) The evaluations shall remain on file by the agency for a period of 36 months. If the Contractor did not satisfactorily perform the work or service specified in the contract, the agency conducting the evaluation shall place one copy of the unsatisfactory evaluation form in a separate agency contract file and send one copy of the form to DGS/OLS within five working days of completion of the evaluation.
- d) Upon filing an unsatisfactory evaluation with DGS/OLS, the State agency shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to submit a written response to the evaluation to the agency in the department under the contract and to send it to the awarding agency and the department. The Contractor's response shall be filed with the evaluation in the agency's separate contract file and in DGS/OLS files.

- e) The evaluations and Contractor responses on file with the agencies and DGS/OLS are not public records. They should be maintained in a separate file.

9. Failure to Perform Services

- a) Should the Contractor fail to adequately perform the services under the terms of the Agreement, the Contractor shall not be permitted to continue to perform services. The CAC shall state in writing the reasons the Contractor does not meet the Agreement standards.
- b) The CAC will not be required to pay the Contractor for any hours worked during the period of inadequate performance. The Contractor is required to comply with any corrective actions issued as a result of a performance evaluation.
- c) Failure to provide and/or improve services within the time frame established may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

G. Required Attachments

Refer to the following page to review the required items from the checklist to complete the RFP proposal.

ATTACHMENT 1: REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. **This checklist should also be included with your proposal package.**

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List (this page)
_____ Attachment 2	Proposal/ Proposer Certification Sheet
_____ Attachment 3	Summary Letter
_____ Attachment 4	Demonstration of Minimum Requirements Worksheet
_____ Attachment 5	Narrative: Methodology and Approach
_____ Attachment 6	Work Samples (USB Flash Drive)
_____ Attachment 7	Narrative: Project Personnel
_____ Attachment 8	Cost Proposal Worksheet
_____ Attachment 9	Proposer References
_____ Attachment 10	Acceptance of Terms and Conditions (see Section F)
_____ Attachment 11	Payee Data Record (STD 204) can be found on the internet at: http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
_____ Attachment 12	Darfur Contracting Act can be found on the internet at: www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc
_____ Attachment 13	California Civil Rights Laws Attachment can be found on the internet at: https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf
_____ Attachment 14	OPTIONAL. Small Business/Micro Business certification letter from DGS/OSDS (see more at: http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx)

This checklist is not meant to be exhaustive. If the Proposer needs to add additional documents to satisfy the need for information as outlined in this RFP or desires to add information in order to make the bid more competitive, the Proposer should do so.

ATTACHMENT 2: PROPOSAL/PROPOSER CERTIFICATION SHEET

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

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

1. Proposer Name	2. Telephone Number ()	2a. Fax Number ()		
3. Address				
Indicate your organization type:				
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number:				
7. Federal Employee ID No. (FEIN)	8. California Corporation No.			
9. Indicate applicable license and/or certification information:				
10. Proposer’s Name (Print)	11. Title			
12. Signature	13. Date			
<p>. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 5px;"> a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </td> <td style="width: 50%; padding: 5px;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </td> </tr> </table>			a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____			
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.</p>				
Date application was submitted to OSBCR, if an application is pending:				

Instructions for Completion of Proposal/Proposer Certification Sheet

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

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

ATTACHMENT 3: SUMMARY LETTER

Proposer must submit a summary letter to introduce the responding Proposer(s). Provide a brief individual or firm history and summary. Please express the individual or firm's ability to meet the requirements of this RFP. The evaluation committee should be able to determine the essence of the proposal and generally how well it meets the requirements by reading this summary.

ATTACHMENT 4: DEMONSTRATION OF MINIMUM REQUIREMENTS WORKSHEET

Use additional pages as necessary

1. List the address of the proposer's place of business in California.

2. Describe the extent to which the proposer has expertise and experience in providing comprehensive creative services including, but not limited to:
 - a. Branding and messaging
 - b. Advertising and marketing
 - c. Communications and media
 - d. Graphic design
 - e. Digital strategy
 - f. Product marketing

Provide details and specify the number of years of experience in each area.

3. Describe the proposer's experience working with caused-based marketing clients, especially in California or in similarly diverse and large states or regions. Specify the number of years of experience.

ATTACHMENT 5: METHODOLOGY AND APPROACH

Proposer must provide a detailed description of the methodology and approach the Proposer would utilize for this project, including a timeline with budget estimates and key benchmarks. Budget estimates should be delineated by Contractor fees and direct marketing costs and should match the attached Cost Proposal Worksheet. The methodology and approach should address the scope of work outlined in Section A Item 5.

ATTACHMENT 6: WORK SAMPLES ON USB FLASH DRIVE (only one copy required)

Proposer must provide one USB Flash Drive containing actual work samples. A minimum of three branding document samples, three advertising samples, six graphic design samples, two marketing plan samples, and two multi-media samples (video or animation) must be included. Additional samples may include research documents, presentation materials, communications materials, etc. Clearly mark your USB flash drive with Proposer's name.

ATTACHMENT 7: PROJECT PERSONNEL – BIO(S)

Proposer must provide a bio(s) of all individual(s) proposing to provide services. Each bio should be no more than 1 page.

ATTACHMENT 9: PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 10: ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. Proposer accepts The JBE Standard Terms and Conditions in Attachment 3 - Terms and Conditions - without exception.

OR

2. Proposer proposes exceptions or changes to Terms and Conditions (Section F). Proposer must also submit (i) a red-lined version of Section F that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY (Authorized Signature)
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

ATTACHMENT 11: PAYEE DATA RECORD (STD 204)

Proposer must complete, sign and submit the Payee Data Record (STD 204, this form can be found on the Internet at:

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

ATTACHMENT 12: DARFUR CONTRACTING ACT

Proposer must complete, sign and submit the Darfur Contracting Act Form, which can be found on the internet at:

www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc.

ATTACHMENT 13: CALIFORNIA CIVIL RIGHTS LAW ATTACHMENT

Proposer must complete, sign and submit the California Civil Rights Law Attachment, which can be found at: <https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf>

**ATTACHMENT 14: SMALL BUSINESS/MICRO BUSINESS CERTIFICATION LETTER
(OPTIONAL)**

This document is only available after acceptance of application to DGS's Small Business certification process, if applicable; nonprofit corporations are not eligible for small business certification. Certification must be complete by RFP evaluation date for consideration. See more at

<http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx>.

Appendix 1: Glossary of Terms

All terms defined here are defined within the context of this RFP.

Advertising Campaign: an organized, pre-planned course of action to promote a specific product. An advertising campaign is a component of a marketing campaign.

Community-based approach: the practice of reaching out and attempting to make a sincere and genuine connection with all communities (and in particular, historically marginalized communities) through respectful conversation and active listening.

Branding Positioning: communicating how a brand/product is different from its competitors and the benefits you want people to think of when they think of your brand/product.

Cause-Based: focusing marketing strategies and initiatives around the value, impact, and overall importance of a cause.

Comprehensive Creative Services: all the creativity-based services needed to fully plan, develop, and implement a Marketing Campaign, throughout the conception, design, and production phases. Examples include graphic design, digital strategy, and illustration.

Digital Strategy: an approach to establishing and maintaining an online presence.

Graphic Design: succinctly communicating ideas using typography, photography, illustration, or a combination of these.

Marketing Campaign: an organized, pre-planned course of action to prepare a product for the marketplace. An advertising campaign is a component of a marketing campaign.

Marketing Plan: a document that outlines goals and strategies for outreach and advertising.

Media Plan: a document that outlines the best combination of media to achieve the agency's marketing goals.

Messaging: how an organization talks about itself or a product and the value it provides. Or, an approved set of key points or messages an organization uses to communicate with a target audience.

Outreach: identifying and engaging a target population that has a shared interest in a particular product.

Special Interest Plate Program: The California Special Interest Plate Program offers fourteen specialty license plates for auto and trailers. Proceeds from the sale and renewal of a specific special interest plate benefits a statewide, cause-based organization.

Website Management: building or maintaining an online presence by owning a website and keeping the information contained within it up to date.

Appendix 2: Scoring Rubric

Rating/Scoring Criteria	Maximum Possible Points	Point Scale						Proposal Components to be considered when rating
		100 to 91% of the points will be given when	90 to 81% of the points will be given when	80 to 61% of the points will be given when	60 to 24% of the points will be given when	25 to 1% of the points will be given when	0% of the points will be given when	
Meets Requirements of the RFP	25	Candidate could provide thought leadership on the subject.	Candidate demonstrates that they meet all RFP requirements.	Candidate demonstrates that they meet most RFP requirements.	Candidate demonstrates that they meet a few RFP requirements.	Candidate demonstrates that they meet one or two RFP requirements.	There is no evidence the candidate meets any of the RFP requirements.	Summary Letter, Demonstration of Minimum Requirements, Acceptance of Terms and Conditions
Quality of Proposed Project	60	Candidate can provide exemplary insight to benefit the project.	Candidate is very likely to deliver the required outcome.	Candidate is likely to deliver the required outcome.	It is unclear if the proposed project will fulfill the needs of the RFP.	The proposed project is not fully fleshed out.	The proposed project is not articulated within the proposal.	Summary Letter, Demonstration of Minimum Requirements, Methodology and Approach
Demonstrates Quality in Past Work	30	Candidate has experience that includes both comparable projects and tangential projects.	Candidate has performed all the specific duties required by the project.	Candidate has performed at least some of the specific duties required by the project.	Candidate may not have performed the specific duties represented in the current project but has related experience.	Panelist has multiple questions about the candidate's ability to leverage their experience to meet the needs of the project.	Panelist is unable to confidently assess the criteria due to lack of information or clarity.	Summary Letter, Work Samples, Project Personnel, References
Realistic Resource Allocation	20	Resources are appropriately allocated and fully leveraged in the best	Resources are appropriately allocated.	Panelist has one or two questions about why resources are	Panelist has a few questions about why resources are	Panelist has multiple questions about why resources are	Panelist is unable to confidently assess the criteria due to	Summary Letter, Project Personnel, Methodology and Approach,

		interest of taxpayers.		allocated as they are.	allocated as they are.	allocated as they are.	lack of information or clarity.	Cost Proposal Worksheet,
Accuracy and Overall Presentation of the Proposal	5	Proposal includes flawless grammar and spelling. The Proposal is organized for ease of reading.	Proposal includes one or two grammar or spelling errors. Proposal is mostly organized for ease of reading.	Proposal includes a few grammar or spelling errors. Some information is buried or out of place.	Proposal includes several grammar or spelling errors. Proposal is mostly organized for ease of reading.	Panelist is unable to confidently assess the criteria due to lack of organization or clarity.	Proposal contains so many errors and/or is so disorganized that Panelist has difficulty assessing other criteria.	All Proposal Components: Grammar, Spelling, Organization of Information
Cost of Proposal	60	Scores are determined by a standard formula and are therefore not assigned by Panelists.						Budget
200 Total Points Possible								