



Texas Dept of Motor Vehicles
Purchase Order # 60800 000002200
CHANGE ORDER - REPRINT

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **NA** PCC: **S** Date: **02/05/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt: **02/08/16**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: STEEL DIGITAL STUDIOS, INC.
 6414 BEE CAVE RD STE B
 USA
 AUSTIN TX 78746-5694
 United States

Ship To: 1P15
 3800 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1742965436

Purchaser: Paula A Ramsey
Phone: 512/465-4193
Fax: 512/465-5641
Email: Paula.Ramsey@TxDMV.gov

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

The logo to be imprinted on the goods covered by this procurement is copyrighted by TxDMV. The vendor is advised that permission for use of the logo is granted only for meeting the requirements of this procurement. Any person or company wishing to use the logo for other than this purpose must contact the TxDMV Purchasing Section at (512) 465-4193.

Payment:
 Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

Each SVCU (service unit) is priced at \$1.00. A SVCU is a TxDMV internal system unit of measure. Vendor shall invoice at the price(s) for work authorized under the purchase order.

Quantity(ies):
 Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order change notice of any requirements for any increased or decreased quantity(ies).

TxDMV, Government and Strategic Communications Division Contact: Taurie Randermann, 512-465-4211 Taurie.Randermann@TxDMV.gov

Authorized Signature
Paula Ramsey, CTM, CTM
02/08/2016



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Single Sticker Media Campaign, Plan & Ongoing Oversight - Per Vendor response & clarifications to RFP# 608-16-2129. Period of Service: 2-9-2016 through 8-31-2016. Project Plan & Schedule - 20 Hours	915/22	1200.0000	UNT	1.00000	1200.00	08/31/2016
						Schedule Total	1200.00
						ReqID:	0000002129
						Item Total for Line # 1	1200.00
2- 1	Single Sticker Media Campaign, Plan & Ongoing Oversight - Per Vendor response & clarifications to RFP# 608-16-2129. Period of Service: 2-9-2016 through 8-31-2016. Approved Advertising Public Awareness Media Plan - 30 Hours.	915/22	1800.0000	UNT	1.00000	1800.00	08/31/2016
						Schedule Total	1800.00
						Item Total for Line # 2	1800.00

Authorized Signature

Paula Ramsey, CTM, CTM

02/08/2016



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
3- 1	Single Sticker Media Campaign, Plan & Ongoing Oversight - Per Vendor response & clarifications to RFP# 608-16-2129. Period of Service: 2-9-2016 through 8-31-2016. Approved Advertising Public Awareness Media Buy/Placement Hard Costs - 200 Hours.	915/22	186400.0000	UNT	1.00000	186400.00	08/31/2016
						Schedule Total	186400.00
To be spent as needed for Hard Costs for Media.						Item Total for Line # 3	186400.00
4- 1	Single Sticker Media Campaign, Plan & Ongoing Oversight - Per Vendor response & clarifications to RFP# 608-16-2129. Period of Service: 2-9-2016 through 8-31-2016. Project Closeout Activities & Sign Off - 10 Hours.	915/22	600.0000	UNT	1.00000	600.00	08/31/2016
						Schedule Total	600.00
						Item Total for Line # 4	600.00
						Total PO Amount	190000.00

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to Shipment.

Terms and Conditions:
 Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

Authorized Signature
Paula Ramsey, CTM, CTPM
02/08/2016



Texas Dept of Motor Vehicles
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Authorized Signature

Paula Ramsey, CTM, CTM

02/08/2016

Contract
Single Sticker Media Campaign
Media Plan and Ongoing Media Oversight
Purchase Order # 60800 0000002200

I. PARTIES

This contract ("Contract" or "Agreement") is made and entered into by and between **Steel Digital Studios, Inc. dba Steel Branding** ("Contractor") and the Texas Department of Motor Vehicles ("TxDMV"), pursuant to Request for Proposals No. **608-16-2129**. Contractor and TxDMV are collectively referred to in this Contract as the "Parties."

WHEREAS, on the basis of the written representations contained in Contractor's proposal, as well as Contractor's presentation, discussions with Contractor, and Contractor's experience relating to the deliverables contemplated by this Contract, the TxDMV desires to engage Contractor to provide the deliverables on the terms and conditions as stated herein;

WHEREAS, Contractor has represented to the TxDMV that Contractor is a leader in and has extensive experience in providing the deliverables for this Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Contractor and the TxDMV hereby covenant and agree as follows:

II. AUTHORITY

TxDMV enters into this contract under the authority of Transportation Code, Section 1001.010 (2013).

III. TERMS AND CONDITIONS

1. Controlling Order of Contract

This Contract between the TxDMV and Contractor consists of the documents listed below. In the event of any conflicts between the documents, the documents will control in the following order of precedence:

The following Contract documents:

- This Contract, including any appendices
- Statement of Work ("SOW")
- The TxDMV Request for Proposals ("RFP") as posted, including all attachments or appendices, but excluding the sample Contract of the RFP
- Contractor's original proposal as submitted, including all appendices (except for the SOW if the Parties negotiate the SOW). However, this Contract excludes any of Contractor's exceptions to the terms and conditions in the contract attached as to the RFP and any additional terms and conditions provided by Contractor in its proposal, unless expressly agreed otherwise in this Contract. In addition, any proprietary, copyright or confidentiality notices that Contractor put on its proposal,

including any attachments to its proposal, are hereby deleted and of no further effect.

- TxDMV Purchase Order, including any Purchase Order Change Notices and excluding any pre-printed terms and conditions.

2. Contract Term

This Contract shall become effective on February 9, 2016; however, Contractor shall not begin work until the TxDMV issues a written Purchase Order to Contractor. The term of the Contract shall last Until August 31, 2016

3. Strict Compliance

Time is of the essence for delivering the deliverables as set forth in this Contract.

4. Submitting Invoices and Receiving Payment

TxDmv shall pay Contractor on the basis of itemized invoices submitted to and approved by the TxDmv, showing the actual deliverables provided. Itemized invoices must clearly identify the project phase or title, the deliverables delivered, and the date range of work performed for the associated charge. Chapter 2251 of the Texas Government Code shall govern payment and accrual of interest on any overdue payments.

Invoices shall include an expenditure report or detailed billing report that provides original documentation that validates the charges.

Invoices shall also include the TxDMV Purchase Order number, Contractor's Texas Identification Number, Contractor's address, Contractor's contact person, Contractor's e-mail address, and Contractor's phone number. All invoices shall be emailed to DMV_FIN-INVOICES@txdmv.gov or mailed to:

Texas Department of Motor Vehicles
Attention: Payment Processing
4000 Jackson Avenue
Austin, TX 78731
With a copy to:

TxDmv Project Manager
Taurie Randermann
4000 Jackson Avenue
Austin, Texas 78731

When Contractor submits an invoice, Contractor certifies the following:

1. That invoices have been carefully reviewed for detailed description of the deliverables;
2. That the deliverables are in compliance with the Contract;
3. That the amount of the invoice and all previous invoices together does not exceed the contractual cap of the Contract or negotiated fees;

4. That the charges shown on the invoices are reasonable and necessary; and,
5. That all appropriate and required supporting documentation is attached.

TxDMV may, in its sole discretion, require additional documentation to support payment, and Contractor shall respond to any such requests within five (5) calendar days of receipt.

Neither TxDMV nor the State shall incur any penalty for late payment if the invoice was not mailed to the appropriate address identified herein.

If the TxDMV, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, TxDMV will timely notify Contractor of the dispute and may request clarification and/or remedial action.

5. Compliance with Permitting and Purchasing Laws

Contractor shall be in compliance with any and all applicable permitting and purchasing laws that Texas state agencies must address before conducting business with a vendor. Contractor agrees that payments under this Contract must be applied towards any of Contractor's debts to the State of Texas, including, but not limited to, any child support or delinquent taxes, until paid in full.

6. Compliance with State, Federal, and Local Laws, Rules and Ordinances

Contractor shall comply with all applicable state, federal and local laws, rules and ordinances in providing deliverables to the TxDMV under this Contract. Without limiting the generality of the foregoing, Contractor must be able to demonstrate compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of W-2s to common law employees. Contractor is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. Contractor shall comply with all federal and state tax laws and withholding requirements. The TxDMV shall not be liable to Contractor/subcontractor(s) or its employees for any unemployment insurance, workers' compensation coverage, or federal or state tax withholding requirements. Contractor may be required to demonstrate compliance with such laws at the written request of the TxDMV.

Except as stated otherwise in this Contract, Contractor shall provide all labor and equipment necessary to furnish the deliverables under this Contract. All employees of Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. Absent prior, written permission from the TxDMV, no visitors or relatives of Contractor's employees and subcontractors shall be allowed on State property unless they are bona fide employees or subcontractors of Contractor performing work under this Contract.

Contractor agrees that at all times its personnel shall observe and comply with all laws, regulations and rules pertaining to state facilities, including, but not limited to, parking and security regulations. Additionally, Contractor and Contractor personnel shall agree to and comply with all relevant Texas rules, policies, and requirements that relate to the security

of data and confidentiality of information, including, but not limited to, 1 TAC 202.1 *et seq.* (Information Security Standards), and including any amendments to such rules, policies, and requirements that are implemented during the term of this Contract and any renewals of the Contract.

In the event that any of Contractor's personnel has failed to comply with such laws, rules, ordinances, or regulations, the TxDMV shall have the right to require Contractor to remove such person from any involvement in this Contract.

7. Conflict of Law, Choice of Law, U.N. Convention on Contracts and Venue

This Contract shall be governed by the substantive and procedural laws of the State of Texas. The following shall not apply to this Contract: a) the conflicts of law principles and rules of Texas or any other jurisdiction; b) the United Nations Convention on Contracts for the International Sale of Goods; and c) the Uniform Computer Information Transactions Act.

Except as provided by Chapter 2260 of the Texas Government Code and the State Office of Administrative Hearings' administrative rules, venue for any litigation or contract claims shall be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.

8. Force Majeure

Neither Contractor nor the TxDMV shall be liable to the other for any delay in performance of, or failure to perform, any obligation contained herein caused by *force majeure*, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control; provided, further, that any action or inaction by a subcontractor of a party shall not be considered to be outside the control of such party except to the extent the Parties may expressly agree otherwise in this Contract. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been corrected.

Force majeure is defined as those causes beyond the control of the party required to perform that are generally recognized under Texas law as a *force majeure* event, such as acts of God, acts of war, epidemic and court orders. Contractor shall immediately upon discovery notify the TxDMV Project Manager in writing of any delays in the schedule or the delivery of deliverables without regard to responsibility, fault or negligence.

However, this clause does not apply to Contractor's obligations regarding disaster recovery services.

9. Severability

If one or more provisions of this Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

10. Survival

Any provisions of this Contract that impose continuing obligations on the Parties, including, but not limited to the following shall survive the expiration or termination of this Contract for any reason:

- (1) The indemnity obligations
- (2) Contractor's news release, advertisement, and publicity restrictions
- (3) Ownership rights
- (4) Recordkeeping requirements and audit rights
- (5) Warranty
- (6) Confidentiality and security obligations
- (7) Any other provisions of this Contract that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this Contract.

11. No Waiver

Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas of the TxDMV. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the TxDMV or the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The TxDMV does not waive any privileges, rights, defenses, or immunities available to the TxDMV by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

12. No Liability for Employees and Officers

Each party to this Contract shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by the other party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts or omissions of the Parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

13. Legislative Action

TxDMV is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If any of the following triggering conditions exist, the TxDMV may immediately terminate this Contract without penalty to or any liability whatsoever on the part of, TxDMV, the State of Texas, and the United States:

- If the Texas Legislature fails to appropriate money for this Contract.
- If the TxDMV and/or the subject matter of this Contract become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this Contract

impossible, unnecessary, void, or substantially amended or that would terminate the appropriations for this Contract.

This Contract shall not grant Contractor a franchise or any other vested property right.

Termination under this section is immediate, so the TxDMV shall not be required to provide thirty (30) days' notice to Contractor under this section.

If funding for this Contract is reduced by law or the statutory amount of compensation authorized for the Contractor is reduced, the TxDMV may, upon thirty (30) days written notice to the Contractor, reduce the deliverables in such manner and for such periods of time as the TxDMV may elect.

14. Termination by Default

In the event that Contractor fails to carry out or comply with any of the requirements of this Contract with the TxDMV, the TxDMV may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that Contractor fails to remedy such failure or default within the ten (10) day period, the TxDMV shall have the right to cancel this Contract upon ten (10) days written notice.

Contractor's failure to comply with any Contract deadline constitutes an incurable breach.

The cancellation of this Contract, under any circumstances whatsoever, shall not affect or relieve Contractor from any liability that may have been incurred pursuant to this Contract, and such cancellation by the TxDMV shall not limit any other right or remedy available to the TxDMV at law or in equity.

15. Termination for Cause or Convenience

The TxDMV may terminate this Contract as follows:

- For Convenience: The TxDMV may terminate this Contract, in whole or in part, without penalty and without cause, by giving thirty (30) days written notice of such termination to Contractor.
- For Cause: The TxDMV may terminate this Contract if Contractor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default."
- Termination for listing on Federal Excluded Party List, on the Terrorism List (Executive Order 13224), or on the State of Texas Debarred Vendor List: The TxDMV shall have the absolute right to terminate this Contract without recourse as follows: a) if Contractor becomes listed on the prohibited vendor list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or b) if contractor becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or c) if the Contractor becomes listed on the

State of Texas Debarred Vendor List. The TxDMV will provide Contractor with written notice to terminate the Contract, which termination will become effective immediately upon Contractor's receipt of the notice.

If the TxDMV terminates this Contract for cause, the TxDMV reserves the right to either re-solicit or re-award the contract to the next best responsive and responsible Respondent. The TxDMV will not consider the defaulting Contractor in the re-solicitation and the TxDMV may not consider the defaulting Contractor in future solicitations for the same type of work, unless the specification or scope of work significantly changes.

16. Termination Liability (for Termination for Convenience)

In no event will termination for convenience by the TxDMV give rise to any liability whatsoever on the part of the TxDMV, regardless of whether such claims of Contractor are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason. The TxDMV's sole obligation hereunder is to pay Contractor for deliverables ordered and received prior to the date of termination, if the TxDMV accepts such deliverables.

17. Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at TxDMV's request, Contractor shall deliver to TxDMV all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the TxDMV.

18. No Joint Enterprise

The TxDMV is associated with Contractor only for the purposes and to the extent set forth herein, and with respect to the creation and delivery of deliverables hereunder, Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the TxDMV whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

19. Assignment by the Contractor and Acquisition(s)

Contractor shall not assign or transfer any interest in this Contract without the express, prior written consent of the TxDMV. An attempted assignment in violation of this clause is null and void. Any approved assignment shall not relieve the assignor of any liability or obligation under the Contract.

To the extent Contractor is acquired by another entity and the acquiring entity becomes the Contractor, TxDMV reserves the right to require the acquiring entity to provide to TxDMV the same information that TxDMV required the Respondents to submit in a proposal in response to this RFP, such as: information regarding financial stability and other information to evaluate the acquiring entity's ability to successfully complete this

project or provide the contracted for deliverables. In addition, the acquiring entity must meet with representatives of TxDMV to ensure the acquisition will not jeopardize the project or the time lines.

20. Successors

This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives, and permitted assigns.

21. News Releases, Advertisements and Publicity

Contractor shall not make any news releases, public announcements, or public disclosures, nor shall it have any conversations with representatives of the news media, pertaining to this Contract, without the express, prior written approval of the TxDMV, and then only in accordance with explicit written instructions from the TxDMV.

Contractor shall not use the name of the State of Texas or the TxDMV in any advertisement, promotion, or otherwise for any purpose regarding this Contract without the express prior written consent of the TxDMV.

Notwithstanding the foregoing, Contractor may make any disclosure required by law or regulation without the approval of the TxDMV.

22. Employee Non-Solicitation

Contractor shall not, during the term of this Contract and for a period of twelve (12) months thereafter, solicit for employment any person who is a TxDMV employee or was a TxDMV employee during the previous twelve (12) months with whom Contractor had substantial contact in the course of performing its obligations under this Contract. Indirect solicitations, such as newspaper and internet announcements, are not prohibited by this section.

23. Contract Amendments

No modification or amendment to this Contract shall be valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this Contract shall be forwarded to the TxDMV for prior review and approval. Only an authorized TxDMV employee or an authorized designee shall be authorized to sign changes or amendments.

TxDmv has the unilateral right to renew this contract (in whole or in part and under the same terms and conditions) in up to one (1), one (1) year renewal term. TxDMV shall execute a written document to effectuate any renewals.

24. Confidentiality and Security Requirements

Contractor's personnel shall remain bound by the Non-Disclosure Agreement they signed regarding any confidential information to which TxDMV provided access regarding this RFP prior to the execution of this Contract.

The following confidentiality and security requirements apply to the following information

that is provided or created after the execution of this Contract:

24.1 General Confidentiality Requirements

All information provided by TxDMV to Contractor or created by Contractor in performing the obligations under this Contract is confidential and shall not be used by Contractor or disclosed to any person or entity, unless such use or disclosure is required for Contractor to perform work under this Contract.

The obligations of this section shall not apply to information that Contractor can demonstrate: (i) is publicly available; (ii) Contractor received from a third party without restriction on disclosure and without breach of contract or other wrongful act; (iii) Contractor independently developed without regard to the TxDMV confidential information; or (iv) is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Contractor must furnish prompt written notice of such required disclosure and shall reasonably cooperate with TxDMV at TxDMV's cost and expense, in any effort made by TxDMV to seek a protective order or other appropriate protection of its confidential information.

Contractor shall notify TxDMV of any unauthorized release of confidential information within two (2) days of when Contractor knows or should have known of such unauthorized release.

Contractor agrees to maintain all confidential information in confidence during the term of this Contract and after the expiration or earlier termination of this Contract. TxDMV reserves the right to provide 30-days written notice to Contractor if TxDMV determines that Contractor is no longer required to comply with certain obligations contained in this Contract regarding confidential information.

If Contractor has any questions or doubts as to whether particular material or information is confidential information, Contractor shall obtain the prior written approval of TxDMV prior to using, disclosing, or releasing such information.

Contractor acknowledges that TxDMV's confidential information is unique and valuable, and that TxDMV may have no adequate remedy at law if Contractor does not comply with its confidentiality obligations under this Contract. Therefore, TxDMV shall have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction (or any other court of competent jurisdiction) temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of Contractor if Contractor fails to perform any of its confidentiality obligations under this Contract.

Contractor shall immediately return to TxDMV all confidential information when this Contract terminates, at such earlier time as when the confidential information is no longer required for the performance of this Contract or when TxDMV requests that such confidential information be returned.

Information, documentation and other material in connection with this Contract, including Contractor's proposal, may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

Contractor's and subcontractor's employees working on this project shall sign all appropriate and required computer security agreements and abide by all computer security requirements, upon TxDMV's request.

24.2 Sensitive Personal Information

To the extent this subsection does not conflict with Subsection 24.1 herein entitled "General Confidentiality Requirements," Contractor shall comply with both subsections. To the extent this subsection conflicts with the subsection herein entitled "General Confidentiality Requirements," this subsection entitled "Sensitive Personal Information" controls.

"Sensitive personal information" is defined as follows:

- (1) An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
 - a. Social security number;
 - b. Driver's license number or government-issued identification number; or
 - c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or

- (2) Information that identifies an individual and relates to:
 - a. The physical or mental health or condition of the individual;
 - b. The provision of health care to the individual; or
 - c. Payment for the provision of health care to the individual.

Sensitive personal information does not include publicly available information that is lawfully made available to the general public from the federal government or a state or local government.

"Breach of system security" is defined as follows": Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information Contractor maintains or collects under this Contract including data that is encrypted if the Contractor's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Contractor for the purposes of performing under this Contract is not a breach of system security unless the sensitive personal information is used or disclosed by the person in an unauthorized manner.

Contractor shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect and safeguard from unlawful use or

disclosure any sensitive personal information collected or maintained by Contractor under this Contract.

Contractor shall notify TxDMV and the affected people of any breach of system security immediately after discovering the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, Contractor shall not delay providing notice to the affected people at TxDMV's request if law enforcement determines that the notification will impede a criminal investigation.

Contractor, at Contractor's expense, shall give notice as follows:

- (1) Written notice;
- (2) Electronic notice, if the notice is provided in accordance with 15 U.S.C. Section 7001;
- (3) Notice as follows:
 - a. If Contractor demonstrates that the cost of providing notice would exceed \$250,000, the number of affected people exceeds 500,000, or the Contractor does not have sufficient contact information for the affected people, Contractor may give notice as follows:
 - i. Electronic mail, if the Contractor has an electronic mail address for the affected people;
 - ii. Conspicuous posting of the notice on the Contractor's website;
 - iii. Notice published in or broadcast on major statewide media; or
 - b. If Contractor maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," Contractor may provide notice in accordance with that policy.

If this subsection requires Contractor to notify at one time more than 10,000 people of a breach of system security, the Contractor shall also notify, without unreasonable delay, all consumer reporting agencies, as defined by 15 U.S.C. Section 1681a, that maintain files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.

In the event of any breach of system security, if sensitive personal information was, or is reasonably believed to have been acquired by an unauthorized person, Contractor shall also provide the following protections (at Contractor's expense) to the affected people and shall notify the affected people of these protections in the notice Contractor provides to such affected people in the following manner:

- (1) Contractor shall cover the cost of providing the affected people with credit monitoring services for twelve (12) months; and
- (2) Contractor shall provide the affected people with call center support for thirty (30) days.

25. Audit, Inspect and Test

25.1 Inspect Services and All Other Deliverables

(1) The TxDMV has the right to inspect and test all deliverables under this Contract, and to the extent practicable, at all times and places during the term of this Contract. The TxDMV shall perform inspections and tests in a manner that will not unduly delay the work.

(2) If the TxDMV performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractor(s) to furnish, at no increase to this Contract's price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

If any of the deliverables do not conform to this Contract's requirements, the TxDMV may require Contractor to provide the deliverables again in conformity with this Contract's requirements, at no increase in this Contract's amount, in addition to exercising all other legal and equitable remedies.

25.2 Audit

Pursuant to Section 2262.003 of the Texas Government Code, the TxDMV reserves the right to audit Contractor's records and documents regarding compliance with this Contract. Additionally, Contractor shall be subject to audit by any other department or agency, including federal agencies, responsible for determining that the Parties have complied with the applicable laws.

The Contractor agrees and understands that acceptance of state funds under this Contract acts as acceptance of the authority of the Texas State Auditor's Office (hereinafter "State Auditor's Office") to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Contractor shall ensure that the clause regarding the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with State Auditor's Office is included in any subcontracts Contractor awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Contractor relating to this Contract.

Except as stated otherwise in the section herein entitled "Confidentiality and Security Requirements," Contractor shall keep all records and documents regarding this Contract for the term of this Contract and for the later of four (4) years after the termination of this Contract or until the completion or final resolution of any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the records.

In the event such an audit by the TxDMV reveals any errors by the TxDMV or the Contractor, the Contractor shall refund TxDMV the full amount of any overpayments within thirty (30) days of such audit findings, or the TxDMV at its option reserves

the right to deduct such amounts owing TxDMV from any payments due Contractor.

26. Accessibility

Contractor shall ensure its deliverables comply with the accessibility standards for individuals with disabilities, which standards can be found in Subchapter M of Chapter 2054 of the Texas Government Code (Access to Electronic and Information Resources by Individuals with Disabilities), 1 TAC 206.1 *et seq.* (State Websites), the TxDMV accessibility policy, and 1 TAC 213.1 *et seq.* (Electronic and Information Resources Accessibility Standards).

Contractor shall provide TxDMV with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TxDMV with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

27. Limitation on Authority; No Other Obligations

Contractor shall have no authority to act for or on behalf of the TxDMV or the State of Texas except as expressly provided for in this Contract. No other authority, power, or use is granted or implied. Contractor shall not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the TxDMV.

28. Debts or Delinquencies to the State of Texas

The Contractor understands that the Texas Comptroller of Public Accounts is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State. Contractor agrees that to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding the satisfaction of debts or delinquencies to the State of Texas.

29. Dispute Resolution

To the extent Chapter 2260 of the Texas Government Code applies to the contract claim at issue, Contractor shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code and the applicable TxDMV administrative rules to attempt to resolve all contract claims arising under this Contract.

29. Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm,

corporation or institution has (1) violated the antitrust laws of the State of Texas pursuant to Tex. Bus & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

Contractor hereby assigns to TxDMV any and all claims for overcharges associated with this Contract arising under the antitrust laws of the United States, 15 U.S.C.A. Section 1, *et seq.* (1973), and the antitrust laws of the State of Texas, Texas Business and Commerce Code Section 15.01, *et seq.* (1967).

30. Indemnity

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE STATE OF TEXAS AND TxDMV (INCLUDING ITS DIRECTORS, BOARD MEMBERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM CONTRACTOR'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS CONTRACT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CONTRACT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE CONTRACTOR OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

CONTRACTOR'S OBLIGATIONS IN THIS SECTION INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS, LAWSUITS, DAMAGES, ETC. BASED ON A CLAIM THAT ANY PIECE OF EQUIPMENT, GOODS, SOFTWARE, DOCUMENTATION, SERVICES, OR OTHER DELIVERABLES SUPPLIED BY CONTRACTOR OR ITS SUBCONTRACTORS, OR THE USE, DISPLAY, OPERATION, OR REPRODUCTION THEREOF, INFRINGES ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL OR PROPRIETARY RIGHT OF ANY PERSON OR ENTITY. SHOULD THE PIECE OF EQUIPMENT, GOODS, SOFTWARE,

ETC. BECOME, OR IN TxDMV'S OPINION IS LIKELY TO BECOME, THE SUBJECT OF A CLAIM OF INFRINGEMENT, THE CONTRACTOR, AT ITS OWN EXPENSE, MUST: 1) PROCURE FOR THE TxDMV THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, GOODS, ETC.; OR 2) IF SUCH OPTION IS NOT REASONABLY AVAILABLE TO CONTRACTOR, CONTRACTOR MUST REPLACE OR MODIFY THE SAME WITH EQUIPMENT, SOFTWARE, GOODS, ETC. OF EQUIVALENT FUNCTION AND PERFORMANCE SO THAT IT BECOMES NON-INFRINGING.

CONTRACTOR SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE TxDMV. IN ANY SETTLEMENT, CONTRACTOR MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

31. Buy Texas

Pursuant to Section 2155.4441 of the Texas Government Code, Contractor shall buy Texas products and materials for use in creating and delivering the services authorized in this Contract when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

32. Texas Family Code (Delinquent Child Support)

Under Section 231.006, Family Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

33. Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053, Government Code, prohibit state agencies from awarding a contract to any person who, in the past five (5) years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Government Code, occurring after September 24, 2005. Under Section 2155.006, Government Code, the Contractor/Respondent certifies and has certified that the individual or business entity named in its original Proposal is not ineligible to receive the Contract and acknowledges and has acknowledged that the Contract may be terminated and payment withheld if these certifications are inaccurate.

34. Commencement of Work

Any work performed before final execution of this Contract must be at Contractor's risk and shall not be reimbursed by TxDMV or the State of Texas.

35. Rolling Estoppel

The TxDMV shall be conclusively deemed to have fulfilled its obligations under this Contract, unless the TxDMV receives a deficiency report from Contractor within five (5) business days of the occurrence of the alleged deficiencies and Contractor identifies specific deficiencies in the TxDMV'S (to include any TxDMV contractor's) fulfillment of its obligations in that report. Deficiencies shall be described in terms of how they have impacted the specific performance requirement of Contractor. Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under this Contract, or the project cost, if Contractor knew of that problem and failed to include it in the applicable report. The deficiency report shall be sent to the TxDMV Project Manager.

In the event Contractor identifies a situation wherein the TxDMV (including any TxDMV contractor) is impairing Contractor's ability to perform for any reason, Contractor's deficiency report shall contain Contractor's suggested solutions to the situation(s). These suggestions shall be in sufficient detail so that the TxDMV Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

The obligations and ramifications of this section also apply to the acts and omissions of any other state agency or governmental entity that impacts Contractor's performance under this Contract. For example, the Contractor is required to provide the TxDMV Project Manager with a deficiency report within five (5) business days of the occurrence of an act or omission of any other state agency or governmental entity that is impacting or has impacted Contractor's performance under this Contract. If Contractor fails to comply with the requirements in this section, Contractor shall be estopped from claiming the act or omission of any other state agency or governmental entity impacted Contractor's performance under this Contract.

36. Deceptive Trade Practices; Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in any administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

37. Felony Criminal Convictions

Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TxDMV as to the facts and circumstances surrounding the conviction(s).

36. Criminal History Background Checks

Contractor shall have its project personnel submit to a background check, which may include a fingerprint-based criminal history background investigation, if required by the TxDMV. TxDMV shall be responsible for any costs associated with the criminal history background investigation.

If the TxDMV requires a criminal history background check, Contractor shall not allow personnel to work on the project who have not successfully completed a TxDMV required criminal history background check and who do not otherwise maintain a TxDMV security clearance. The TxDMV shall have the right to prevent the Contractor's personnel from gaining access to the TxDMV building(s) and computer systems if TxDMV determines that such personnel did not pass the criminal history background check, or failed to otherwise maintain a TxDMV security clearance.

37. Financial Interest; Gifts

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from TxDMV or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

38. Subcontractors

Contractor shall assume full responsibility for all deliverables under the Contract. The TxDMV shall consider Contractor to be the sole point of Contact with regard to contractual matters, including payment of any and all charges under the Contract. If any part of the deliverables are planned to be subcontracted, Contractor shall provide the TxDMV with a list of subcontractors, including the firm name, address, and contact person of each subcontractor, a complete description of the deliverables to be subcontracted and descriptive information concerning each subcontractor's qualifications.

Contractor shall not delegate any duties under the Contract to a subcontractor unless the TxDMV has given express written consent to the delegation. The TxDMV shall have the right to approve all subcontractors and to require Contractor to replace any subcontractor found, in the opinion of the TxDMV, to be unacceptable. The management of any subcontractor shall be the sole responsibility of Contractor, and failure by a subcontractor to perform shall be deemed to be failure of Contractor. Contractor shall make all payments to subcontractors and suppliers. The TxDMV shall not release Contractor from having to perform any obligations under the Contract, notwithstanding the fact that a subcontractor may have been engaged by Contractor to perform those obligations.

All subcontracts shall include all applicable provisions contained in this Contract and any provisions required by law.

39. False Statements; Breach of Representations

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and TxDMV may terminate or void this Contract for cause and pursue other remedies available to TxDMV under this Contract and applicable law.

40. Sales and Use Tax

TxDmv, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. Contractor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the Texas Comptroller of Public Accounts.

41. Notices

Any notice required or permitted under this Contract shall be directed to the respective Parties at the addresses shown below and shall be deemed received: (1) when delivered in hand and a receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile:

If to the TxDMV:

David Chambers, Director of Purchasing
Texas Department of Motor Vehicles
4000 Jackson Avenue
Austin, Texas 78731

With a copy to:

Linda Flores, Chief Financial Officer,
Texas Department of Motor Vehicles
4000 Jackson Avenue
Austin, Texas 78731

If to Contractor:

Samantha McCanless
Steel Digital Studios, Inc. dba Steel Branding
6414 Bee Cave Road, Suite B
Austin, Texas 78743

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other party written notice as provided above, specifying the new address and/or individual and the date upon which it shall become effective.

42. Complaints and Contract Claims

In addition to other remedies contained in this Contract, Contractor may direct their written complaints, as well as any contract claims, to the following office:

Texas Department of Motor Vehicles
ATTN: Linda Flores, Chief Financial Officer
4000 Jackson Avenue
Austin, Texas 78731
Telephone: (512) 465-3087
E-mail: Linda.M.Flores@TxDMV.gov

43. Personnel

Contractor warrants that all persons assigned to the project are fully qualified to perform the work under this Contract.

Replacement of key personnel, if approved by the TxDMV, shall be with personnel of equal or greater ability and qualifications. This approval shall be in writing by the TxDMV prior to replacement key personnel being assigned to this project. The TxDMV shall be the sole arbiter of whether the replacement key personnel have equal or greater ability and qualifications than the key personnel being replaced.

Contractor shall assign all key personnel identified in its proposal to complete all of their planned and assigned responsibilities in connection with performance of the obligations of Contractor under this Contract. The TxDMV shall have the right to approve the assignment and replacement by Contractor of all key personnel assigned to provide deliverables or to provide on-site representation of Contractor.

Before assigning a replacement key person for any of the key personnel commitments identified in Contractor's proposal, Contractor shall notify the TxDMV of the proposed assignment, shall introduce the individual to the appropriate representatives of the TxDMV, shall provide a transfer of knowledge validation and shall provide to the TxDMV a resume and any other information about the individual reasonably requested by the TxDMV.

44. Replacement of Personnel at the TxDMV's Request

The TxDMV reserves the right to require Contractor to replace Contractor personnel whom the TxDMV judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the TxDMV or the State of Texas. Before a written request is issued, authorized representatives of the TxDMV and Contractor shall discuss the circumstances. Upon receipt of a written request from an authorized representative of the TxDMV, Contractor shall be required to proceed with the replacement. The replacement request shall include the desired replacement date and the reason for the request. Contractor shall use its best efforts to effect the replacement in a manner that does not degrade deliverable quality. Contractor shall also provide the TxDMV with evidence of a sufficient transfer of knowledge to the proposed replacement.

This provision shall not be deemed to give the TxDMV the right to require Contractor to terminate any Contractor personnel's employment. Rather, this provision is intended to give the TxDMV only the right to require that Contractor discontinue using a certain person in the performance of deliverables for the TxDMV.

45. Unauthorized Removal of Key Personnel

It is critical to the overall success of the project that Contractor not remove or reassign, without the TxDMV's prior written approval, any of the assigned key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of Contractor's obligations under the Contract. Without prior written approval from the TxDMV, key personnel shall only be changed in the event of death, personal injury, debilitating illness, or termination of employment with Contractor. The unauthorized removal of key personnel by Contractor shall be considered by the TxDMV as a breach of the Contract and grounds for termination.

46. Immigration

Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, regarding employment verification and retention of verification forms for any individuals hired to perform any labor or services under this Contract.

47. Interpretation against the Drafter

Regardless of which party drafted the Contract or the language at issue, any ambiguities in the Contract or the language at issue shall not be interpreted against the drafting party.

48. Non-incorporation Clause

This Contract embodies the entire agreement between the Parties regarding the project described in this Contract, and there have been and are no oral or written covenants, agreements, understandings, representations, warranties, or restrictions between the Parties regarding the project described in this Contract other than those specifically set forth herein.

49. Duplicate Originals

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

50. Headings

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor to affect the meaning thereof.

51. Intellectual Property Matters

51.1 Definitions

1. "Work Product" means any and all deliverables produced by Contractor for TxDMV under this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to TxDMV under this Contract, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of TxDMV in connection with this Contract, or with funds appropriated by or for TxDMV or TxDMV's benefit: (a) by any Contractor personnel or TxDMV personnel, or (b) any TxDMV personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with TxDMV.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any deliverables to TxDMV under this Contract.

4. "Contractor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any deliverables, including any Work Product, to TxDMV and prior to receiving any documents, materials, information or funding from or on behalf of TxDMV relating to the deliverables including any Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of deliverables, including any Work Product, for TxDMV hereunder and were not created, prepared, developed, invented or conceived by any TxDMV personnel who then became personnel of Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with TxDMV.

51.2 Ownership.

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research materials, intellectual property, or other property developed, produced, or generated in connection with this Contract.

As between Contractor and TxDMV, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by TxDMV, and not Contractor. Contractor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by TxDMV. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to TxDMV all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and TxDMV shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Contractor acknowledges that Contractor and TxDMV do not intend Contractor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. TxDMV shall have access, during normal business hours and upon reasonable prior notice to Contractor, to all Contractor materials, premises and computer files containing the Work Product. Contractor and TxDMV, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Contractor.

Contractor shall not place a proprietary notice, copyright notice, or any other notice on any deliverables that indicates the Contractor has any ownership rights to that which TxDMV owns under this Contract. TxDMV acceptance of such deliverables without objection to such a notice, TxDMV shall not waive TxDMV's ownership rights to such deliverables and any notice that is contrary to TxDMV's ownership rights shall be deemed to be deleted and without legal effect.

51.3 Further Actions.

Contractor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by TxDMV to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to TxDMV to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by TxDMV. In the event TxDMV shall be unable to obtain Contractor's signature due to the dissolution of Contractor or Contractor's unreasonable failure to respond to TxDMV's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Contractor hereby irrevocably designates and appoints TxDMV and its duly authorized officers and agents as Contractor's agent and Contractor's attorney-in-fact to act for and in Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Contractor, provided however that no such grant of right to TxDMV is applicable if Contractor fails to execute any document due to a good faith dispute by Contractor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. TxDMV shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Contractor shall cooperate, at TxDMV's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

51.4 Waiver of Moral Rights.

Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Contractor may now have or which may accrue to Contractor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Contractor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

51.5 Confidentiality.

All documents, information and materials forwarded to Contractor by TxDMV for use in and preparation of the Work Product, shall be deemed the confidential information of TxDMV. Such documents, information, and materials are subject to the following: a) the section herein titled "Confidentiality and Security Requirements;" and b) the license granted by TxDMV to Contractor in the section herein titled "Contractor License to Use." Contractor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of TxDMV.

51.6 Injunctive Relief.

The Contract is intended to protect TxDMV's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to TxDMV's business and proprietary rights. Therefore, Contractor acknowledges and stipulates that a court of competent jurisdiction shall immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by TxDMV, without requiring proof of irreparable injury as same should be presumed.

51.7 Return of Materials Pertaining to Work Product.

Upon the request of TxDMV, but in any event upon termination or expiration of this Contract, Contractor shall surrender (in the format requested by TxDMV) to TxDMV all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by TxDMV to Contractor, including all materials embodying the Work Product, any TxDMV confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Contractor by TxDMV or by anyone else that pertains to the Work Product.

51.8 Contractor License to Use.

TxDMV hereby grants to Contractor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the deliverables to TxDMV under this Contract. Except as provided in this section, neither Contractor nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers or clients without the prior written consent of TxDMV, which consent may be withheld in TxDMV's sole discretion.

51.9 Third-Party Underlying and Derivative Works.

Contractor is not authorized to include any open source code in any deliverables, unless Contractor first receives the written authorization from the TxDMV Project Manager to do so.

This subsection only applies to intellectual property which is not developed under this Contract and to which TxDMV does not already have a right to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such intellectual property.

Contractor is not authorized to include any third-party intellectual property in any deliverables, unless Contractor first receives the written authorization from the TxDMV Project Manager to do so.

Unless stated otherwise in this Contract, Contractor shall pay all license fees and/or royalties and assume all costs incident to the use or possession in the

performance of the deliverables or the incorporation into the deliverables of any third-party intellectual property.

If Contractor obtains any third party intellectual property for TxDMV and incorporates any proprietary third party intellectual property into the deliverables, Contractor shall obtain and furnish with such intellectual property the following: (i) documentation on the use of such intellectual property, (ii) a perpetual, irrevocable, worldwide, royalty-free right and license (which may be nontransferable, nonexclusive, or both) to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such intellectual property and associated user documentation for TxDMV purposes, including TxDMV's performance of statutory duties for other governmental entities, such as the TACs or law enforcement, and the motoring public and (iii) a perpetual, irrevocable worldwide, royalty-free right and license (which may be nontransferable, nonexclusive, or both) to authorize others to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such intellectual property for TxDMV purposes, including TxDMV's performance of statutory duties for other governmental entities, such as the TACs or law enforcement, and the motoring public. Contractor will facilitate the transfer of third-party licenses to TxDMV upon terms and conditions acceptable to the TxDMV. For those third-party products that require license renewal, the TxDMV has the option to arrange licensing directly from the suppliers.

51.10 Agreement with Subcontractors.

Contractor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing deliverables, including any Work Product, pursuant to the Contract, prior to their providing such deliverables, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided to the TxDMV promptly upon request.

51.11 Contractor's Intellectual Property: License to TxDMV.

Contractor is not authorized to include any open source code in any deliverables, unless Contractor first receives the written authorization from the TxDMV Project Manager to do so.

This subsection only applies to intellectual property which is not developed under this Contract and to which TxDMV does not already have a right to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such intellectual property.

Contractor is not authorized to include any of Contractor's intellectual property in any deliverables, unless Contractor receives the written authorization from the TxDMV Project Manager to do so.

This Contract shall supersede all terms of any “shrink-wrap” or “click wrap” license included in any package, media, or electronic version of the intellectual property and any such intellectual property shall be licensed or provided under the terms of this Contract.

In consideration of payment in full of the applicable purchase price for the applicable deliverable, Contractor hereby grants to the TxDMV a perpetual, irrevocable, royalty-free, and worldwide license to allow the TxDMV and the TxDMV designees (such as the TACs, law enforcement, and the motoring public) to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such intellectual property. Contractor reserves all rights to the intellectual property that have not been expressly granted to the TxDMV.

The TxDMV has the right, in its own discretion, to independently create derivative works of such intellectual property to which a license is granted to the TxDMV herein, through the services of TxDMV employees or any independent contractors.

51.12 Contractor Development Rights.

To the extent not inconsistent with TxDMV’s rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Contractor from developing for itself, or for others, materials which are competitive with those produced as a result of the deliverables provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of TxDMV therein are infringed by such competitive materials.

51.13 Information to be made Accessible

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

52. Warranties.

52.1 Third Party Warranties

If, under this Contract, the Contractor procures any materials or products for the TxDMV, the Contractor shall assign or otherwise transfer to the TxDMV, or afford the TxDMV the benefits of, any manufacturer’s warranty for such materials or products.

52.2 Contractor Warranties

The Contractor/subcontractor(s) make the following representations and warranties, including without limitation, the following:

The Contractor/subcontractor(s) shall create and deliver all deliverables in accordance with the highest professional standards in the industry. Minimum standards are contained in the documents posted in the Procurement Library referenced in the RFP.

The Contractor/subcontractor(s) shall use adequate numbers of qualified individuals with suitable training, education, experience, and skill to create and

deliver the deliverables.

The Contractor/subcontractor(s) shall use its best efforts to use efficiently all resources or services necessary to provide the deliverables that are required under this Contract.

The Contractor/subcontractor(s) shall use its best efforts to create and deliver the deliverables in the most cost-effective manner consistent with the required level of quality and performance.

The Contractor/subcontractor(s) shall create and deliver the deliverables in a manner that does not infringe the proprietary rights of any third party.

The Contractor/subcontractor(s) shall create and deliver the deliverables in a manner that complies with all applicable laws and regulations.

The Contractor has duly authorized the execution, delivery, and performance of this Contract.

The Contractor/subcontractor(s) has not and shall not provide any gifts, payments, or other inducements to any officer, employee, or agent of the TxDMV.

The Contractor/subcontractor(s) shall not infringe any intellectual property right of any third party. In the course of performing work under this Contract, Contractor/subcontractor(s) shall not use or copy any intellectual property owned by a third party without paying any required license fees or royalties.

53. U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, the Contractor certifies that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- All persons employed to perform duties within Texas, during the term of the Contract; and
- All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of the Texas Department of Motor Vehicles, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed. Contractor shall include the requirements of this paragraph in all contracts executed with Contractor's subcontractors, when such contracts are executed or renewed after the date of this Contract.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

54. Equal Opportunity

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of this Contract.

55. Conflict of Interest

Contractor represents and warrants that Contractor has no actual or potential conflict(s) of interest in providing the deliverables under this Contract. In the event that an actual or potential conflict arises, Contractor shall report such actual or potential conflict to the TxDMV Project Manager.

56. Compliance with Drug Free Workplace

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*) and maintain a drug-free work environment. The final rule, government wide requirements for drug-free work place (grants) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988, is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

57. Substitutions

Substitutions are not permitted without written approval from TxDMV.

58. Insurance

Contractor represents and warrants that it shall, within five (5) business days of executing this Contract, provide TxDMV with current certificates of insurance or other acceptable proof of the following insurance coverage for Contractor and Contractor's personnel:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401.001 *et seq.*, Texas Labor Code) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit, and \$250,000 per disease per employee.

Commercial General Liability with a combined single limit of \$500,000 per occurrence for coverage AB&C including products and completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy must contain the following provisions:

- Blanket contractual liability coverage for liability assumed under the Contract
- TxDMV listed as an additional insured
- Waiver of Subrogation endorsement

Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and

property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence, and at least \$100,000 property damage liability per accident. The policy must contain the following endorsement in favor of TxDMV:

- Waiver of Subrogation endorsement
- TxDMV listed as an additional insured

Errors and Omissions Insurance: \$100,000 minimum each occurrence limit; \$300,000 minimum aggregate limit.

Contractor represents and warrants that the insurance coverage listed above is with companies licensed in the State of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior notice to TxDMV. Contractor represents and warrants that it shall maintain all of the above insurance coverages during the term of this Contract, including any renewals.

59. Signatories

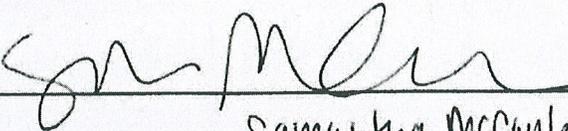
The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

60. Merger

This Contract contains the entire agreement between Contractor and TxDMV and supersedes any prior understandings or oral or written agreements between TxDMV and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by TxDMV and Contractor.

IN WITNESS WHEREOF, the Parties to this Contract have signed and delivered this Contract.

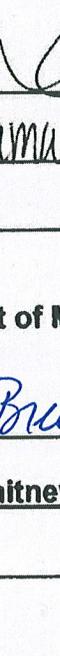
Steel Digital Studios, Inc. dba Steel Branding:
(Company name)

By: 

Printed Name and Title: Samantha McCannless, Director of Operations

Date: 2/9/2016

For the Texas Department of Motor Vehicles:

By: 

Printed Name and Title: Whitney Brewster, Executive Director

Date: 02-10-2016



**WE REACH
THE FAMILY**

A. TITLE PAGE

**“Single Sticker Media Campaign
Media Plan and Ongoing Media Oversight”**

RFP # 608-16-2129

Steel Branding

6414 Bee Cave Road, Suite B, Austin, TX 78746

Texas Taxpayer Number: 17429654365

Federal EIN: 74-2965436

B. Table of Contents

The table of contents follows the outline given in section 3.15.1

Tab 1:

- C. Executive Summary- *page 3*
- D. Respondent Information- *page 5*
- E. Qualifications of Respondent- *page 6*
 - Company History, Structure & Ownership
 - Overview of Work History
 - Length of Time Providing Services
 - Staff Size
 - Terminated Contracts
 - Subcontractor Qualifications
 - Capability
 - Project Plans for Project Services
 - Project Management Plan for SOW
- F. Qualifications of Proposed Staff- *page 22*
 - Key Personnel Capabilities
 - Organizational Chart
 - Resumes

Tab 2: H. Anti-Lobbying Affidavit

Tab 3: J. HUB Subcontracting Plan

Tab 4: K. Electronic and Information Resources Accessibility Standards

Tab 5: L. Executed Proposal & Signed Addendum #1

Section 3.15.2 is included throughout the above table of contents. For quick reference, below are the page numbers where you can find the items listed in section 3.15.2

- C. Demonstrate knowledge and expertise of the environment- *page 10*
- F. Staff capabilities specific to this SOW- *page 22*
- G. Organizational chart- *page 25*
- H. Management Team resumes- *page 26*
- I. Key personnel resumes- *page 26*
- J. Service capabilities- *page 15*
- K. Outline of capability to deliver the required services- *page 15*
- L. Project plans for project services- *page 19*
- M. Project management plan addressing the tasks specified in the SOW- *page 21*

Section 4: Documentation of how we satisfy the scoring criteria is found throughout the proposal

C. Executive Summary

Firm's Summary of Qualifications:

Steel Branding gets great results for government campaigns.

At Steel, we know how to increase public awareness and educate the public. We make a point of getting tangible, measurable results to prove our value. Recent results for State of Texas campaigns include increased enrollment for San Jacinto College, adoption of TEA's Texas Student Data System and increased awareness for TDA's Farm Fresh Friday initiative.

We understand working in the public context. Our ratings from previous work are "excellent". We are proud to be an active mentor in the HUB Mentor/Protégé program through the DPS.

Steel is experienced and active in Texas markets.

Founded in Austin in 2000, we know how to purchase and negotiate media across the State. We know the markets, and we know how important reaching all audiences is to success in this State, so we have strong relationships with the Spanish language media.

We know print advertising across the State from publications (including programs) to the myriad of out-of-home and transit media companies (billboards, transits, bus, shelter, bench, mobile billboard), as well as the non-traditional out-of-home specialists offering so many of the things mentioned in the RFP....taxi ads, supermarket ads, mall ads, convenience store ads, coffee cup ads, bar and restaurant ads and restroom ads.

We have had a long time to get to know people, and we still make it our business to get to know our media representatives in person.

Steel's team is nimble and focused on customer service.

Steel's team is buttoned up and loves working with government clients. Our focus on agility and great customer service means that we adapt easily and yet conform to tight timelines. Our time and experience means that we have a strong backbone of time-tested processes to provide stability to projects as parameters and influences shift. We are experienced with tight timelines and can get this running quickly for DMV.

Additionally, we partner well with other ad agencies. Years ago, we developed a formal Partner Promise outlining our code of conduct when working in tandem with other ad agencies that ensures that every member of our team responds in a timely fashion and with a supportive attitude, as one team for the Client.

With Steel, DMV will get:

- Proven results for government outreach
- Practical knowledge of the markets
- Nimble and easy-to-work-with partner

Summary of Plan and Approach:**Steel's team for DMV contains both advertising and public relations professionals to maximize your budget through both bonus ads and PSAs.**

For DMV, we have selected a team at our agency that is lead by an account director with a strong media relations background in both English and Spanish. Amy Bailey's experience in PR will increase the focus on PSAs for the team and open up new avenues for garnering free space. In addition to the media buyers negotiating for bonus space as part of paid/free combo schedules, Amy will pitch channels through the editorial side to acquire free-only channels for the campaign.

Overall, DMV will have the benefit of a team of four professionals – Amy with her media relations contacts in the editorial department, as well as the two media buyers with their network of media sales contacts throughout the State and a seasoned financial professional with vast experience with government contracting. The combination provides additional leverage on each channel and market, more than any one individual or discipline can exert.

D. Respondent Information

Name of Business Entity: Steel Digital Studios, Inc. dba Steel Branding

Address of Business Entity: 6414 Bee Cave Road, Suite B, Austin, TX 78746

Principal Contact

Name: Samantha McCanless

Business Address: 6414 Bee Cave Road, Suite B, Austin, TX 78746

Fax Number: 800-709-5104

Telephone Number: 800-681-8809 ext.112

Email Address: samantha.mccanless@steelbranding.com

E. Qualification of Respondent

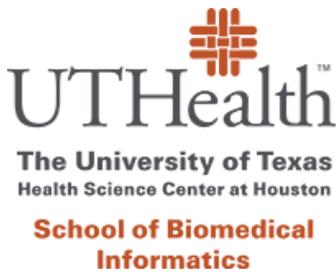
Overview of Firm

Texas-based HUB Steel Branding offers our clients advertising, public relations and web development services with a history of helping government agencies reach their goals.

Founded in 2000, Steel is a full service communications firm. We offer our clients an integrated marketing offering to provide maximum impact. Our team is made up of classically trained creatives, digital natives, and marketing specialists working together to speak to your audience – building a stronger relationship with them with every interaction.

Steel has been planning and buying media since 2004. We understand the nuances of diverse Texas markets and have made valuable relationships that benefit our clients with results like most increased market share (*JD Powers*) and best government website (*Government Technology News*).

Government Clients



Structure

At Steel, our team structure is designed with Account Services in the center of all communication orchestrating a team of experts in production. Each expert brings a specialized set of experience required to complete a project. Here's how it works:



Depending on project requirements and timelines, the number of staff increases or decreases but the client contact in the center always stays the same.

Ownership

Steel Branding is a C-Corporation with four owners:

- Kirsten Cutshall, President: 60%
- Bill Cutshall, Founder: 10%
- Denise Waid, Partner & Creative Director: 20%
- Amy Bailey, Partner & Account Director: 10%

Is firm for sale: No, Steel Branding is not for sale

Overview of Work History

Since Steel is a full-service agency, we have a vast array of experience with media clients which range from the Texas Department of Agriculture state-wide awareness initiatives to increasing San Jacinto College’s enrollment efforts. However, for all clients we use a proven method that makes the media planning and buying process seamless for our clients and efficient to reach tight deadlines. And, it creates results.

Here is a short summary of our media experience within the last 3 years followed by samples of our results:

	<ul style="list-style-type: none"> • Development of strategy for traditional and digital media • Placement and management of digital and traditional media 	<p>Houston Galveston</p>
	<ul style="list-style-type: none"> • Media planning and placement • Campaign development 	<p>D/FW North Texas</p>
	<ul style="list-style-type: none"> • Developed media plan to support TDA’s Summer Foods Services Program and Farm Fresh Friday’s • Brand awareness and engagement through paid media including both traditional and digital 	<p>Statewide heaviest in large DMA’s</p>
	<ul style="list-style-type: none"> • Campaign development for traditional and digital media • Media strategy and placement for digital and traditional media 	<p>Central Texas</p>

	<ul style="list-style-type: none"> • New member recruitment and existing member retention through integrated marketing campaign including paid digital and traditional media, public relations, community relations, influencer relations and digital strategy 	<p>Corpus Christi Victoria Coastal Bend Region of Texas New Mexico</p>
	<ul style="list-style-type: none"> • Development of market segmentation through conducted research • Development of strategy and execution on media plan including digital and traditional media 	<p>Travis and Williamson County</p>
	<ul style="list-style-type: none"> • ZORBZ Water Balloon launch • Pirate Energy promotions • Develop media strategy and buy to build awareness • Manage traditional and digital media placement 	<p>Austin</p>
	<ul style="list-style-type: none"> • New member recruitment and existing member retention through integrated marketing plan including paid digital and traditional media, public relations, sponsorships, events and direct mail 	<p>Continuous geography from Houston across Southern Louisiana</p>
	<ul style="list-style-type: none"> • Development of strategic media plan, including digital and traditional 	<p>Greater Austin Area</p>

Steel Gets Results for the State

Texas Education Agency

The Texas Education Agency came to Steel Branding to launch its major new initiative, the Texas Student Data System (TSDS). Understanding that a change of this magnitude required more than great web design, we created a statewide communications plan complete with press conferences, case studies and media relations. This allowed stakeholders and users to get on board before and during the rollout. The launch campaign went off without a hitch, and the new TSDS website won a "Best of Texas" award from the Center for Digital Government.

San Jacinto College

Steel was tasked with increasing San Jacinto College's enrollments in a highly competitive Houston landscape. Through an opportunity analysis, we devised a campaign that targeted the specific areas of study that aligned with jobs in demand in the greater Houston area. Our media coverage included both traditional and digital ads. Showing students a direct path to success was a big success for the college- with a 30% increase in 2014 applications for San Jacinto College! That's a win for the college and for Houston area businesses.

CHRISTUS Health Plan

CHRISTUS Health Plan engaged Steel Branding to raise awareness and increase enrollment in its CHIP and Medicaid products. We created the "To Families, with Love" campaign, which focused on giving back to the community rather than asking for enrollments. We warmed the hearts of reluctant locals with our big purple mascot, Cuddles the bear, spreading the word and spreading the love. That year, CHRISTUS Health Plan was voted "Best of the Best" by *Corpus Christi Caller Times* readers and grew market share from 4% to 14%. I guess you could say we won a lot of hearts.

Length of time providing print advertising media buying and ongoing print advertising media oversight services: 11 Years

Staff Size

Total Staff Size: 17

Size of Team Performing Services: 3

Subcontractor Staff Size: 3

Subcontractor Size of Team Performing Services: 1

Terminated Contracts

Steel Branding has not had any clients terminate a contract for default within the last five years.

Steel Branding has not had any clients assess liquidated damages against Steel within the last five years.

Qualifications of Subcontractor

The Urban Circle will be Steel Branding's HUB subcontractor in this proposal. Steel is the mentor and The Urban Circle is the protégé in the HUB Mentor Protégé Program through the DPS.

The Urban Circle is an integrated marketing company that offers a multitude of services including direct mail, procurement of marketing services, promotional merchandise and creative concepts. For over five years, The Urban Circle has experience providing these marketing services to its clients with measurable results such as response rate of 85% in new appointments and 25% response rate which reduced new member acquisition cost from \$2,500 to \$52 each. The most important goal for The Urban Circle is to utilize all of their resources to reach the clients' goals as well as provide best practices on how to use these tools to attract and retain a target demographic.

The Urban Circle's has a vast work history with Texas state agencies including contracts with Texas Department of Criminal Justice, Texas Department of Transportation, Texas A&M Forest Services, Sam Houston State University and Department of Information Resources to name a few. Formally, The Urban Circle has 3 "Exceptional Performance Reports" proving they are a top performer for their government clients and the quality of work produced is excellent.

The Urban Circle will integrate as an extension of Steel's structure as part of the media procurement department and follow the approach and process proposed in the following pages.

Ownership: The Urban Circle is a Corporation with 1 owner: James Henderson

Is the company for sale: No

Length of time providing procurement services: 11 Years

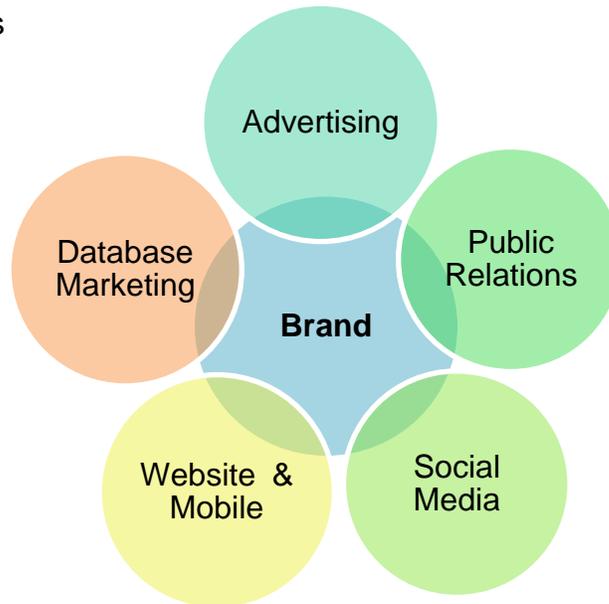
Staff Size: 3

Team Performing Services: 1

Terminated Contracts: The Urban Circle has not had any clients terminate a contract for default within the last five years. The Urban Circle has not had any clients assess liquidated damages against them within the last five years.

Outline of capability to deliver the required services, including process, functional and technical expertise:

Agency Capabilities



Advisory Services

Market Research & Competitive Intelligence
Marketing & Communication Plans

E-mail Creative & Campaign Management

Brand

Brand Strategy
Nomenclature & Naming
Positioning
Tagline & Messaging
Brand Archetype and Personality
Brand Architecture/Hierarchy
Logo and Logotype
Visual Identity & Brand Standards

Advertising

Advertising Campaigns
Media Planning, Buying & Placement
Search Engine Marketing
Social Media Advertising
Direct Marketing
Campaign Audits
Point-of-Purchase & Merchandise Promotions
Sales Support Materials & Collateral

Interactive Development

Web Design and Content Development
Mobile Apps
Social Media Campaigns
Online Community
Creation/Management
Search Engine Optimization (SEO)
Webinar Development

Public Relations

Media Relations
Social Media
Press Conferences & Analyst Tours
Crisis Management
Events
Awards & Certifications
Grassroots Marketing

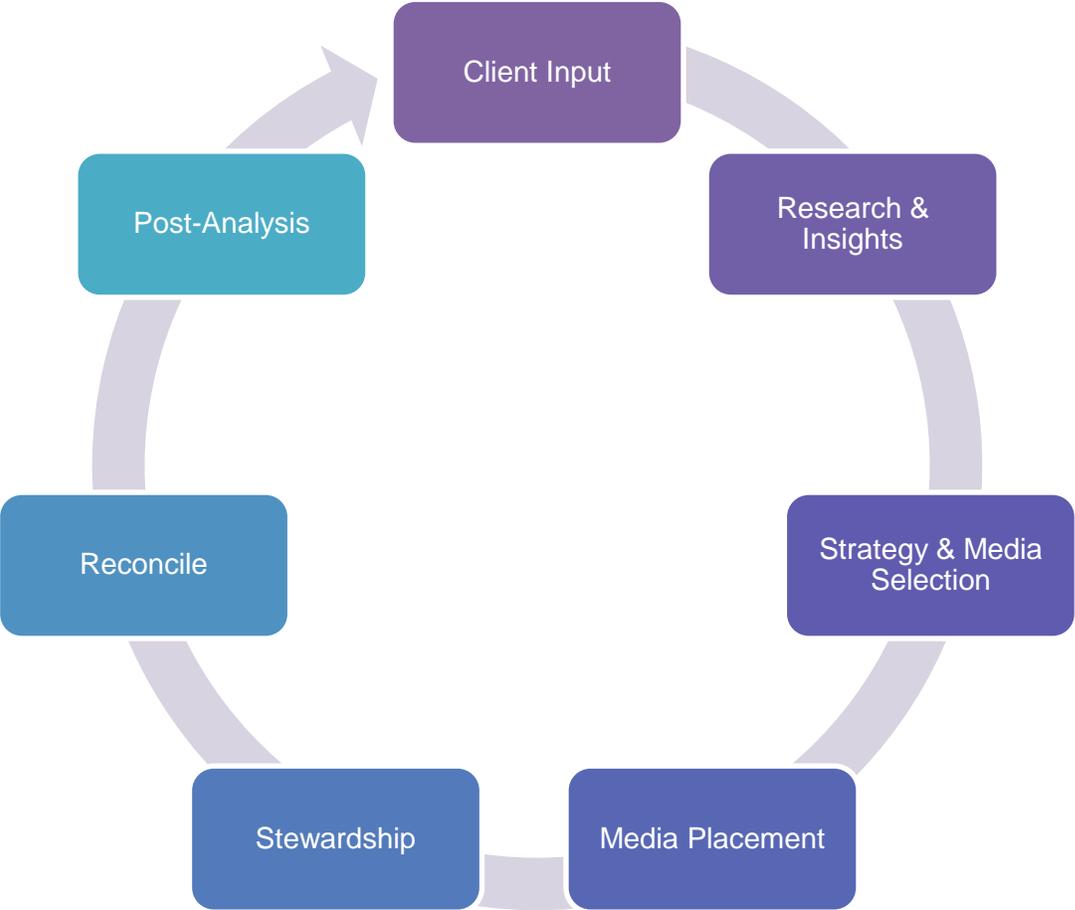
Top Industry Planning/Buying Tools

Steel utilizes industry standard and best practice resources for project management, media planning, media buying, and measurement in our day-to-day management of media campaigns:

- **Strata** – the industry-leading media buying software that provides efficiency in media buying, trafficking and reconciliation across broadcast, outdoor, print and digital media services.
- **DoubleClick Campaign Manager (DCM)** - industry leading digital media ad serving platform that also supports our detailed reporting practices in digital media analysis.
- **SmartSheet** – a project management platform Steel utilizes for scheduling and time management for all projects that go through the agency. Master project schedules are created and updated as needed from this program and are distributed to all team members.
- **Market and ratings data resources, online and published** – media trends, planning rates and demographic insights are obtained through online and published resources such as Nielsen and the *Marketer's Guide to Media*. These resources assist in planning media vehicle consideration sets and pinpointing target demos for media strategy development and planning.

Media Process

Steel employs a proven media process that is designed to locate the best audience and unique apertures for our clients' messages, increasing leverage in negotiations, and ensuring accurate schedules and charges. Steel would work side by side with your communication staff on a statewide advertising plan to reach your goals as well as customizing our process based on the practicality of the campaign.



Client Input: A deep understanding of client needs is achieved by collecting detailed information about campaign goals, target audience, budget, flights, and other client-specific criteria.

Research & Insights: The target audience is further defined, and media consumption habits are understood by combining information gathered with insights from multiple research resources. Some of the tools and services that we use for media research include: Scarborough, MRI, Nielsen TV and audio, and SQAD.

Strategy & Media Selection: Combining research and goals to plan the most efficient, cost-effective media strategy possible for the client's campaign. This is vital in reaching the audience with enough frequency to elicit the desired action. Our approach is to layer multiple media based on strategic planning. The team includes experts in broadcast, radio, print, OOH, and digital.

Media Placement: Our media team participates in clear goal-based negotiations, and make sure that CPP and CPMs paid are lower than reported benchmarks in a particular market or medium. They go through several rounds of negotiations and communicate added value from the onset. They use one of the most popular and streamlined buy management tools, STRATA, for all media placement and management.

Stewardship: All insertions, contracts, and traffic instructions are confirmed in writing to ensure accuracy. They monitor schedules in flight, gather spot times and airchecks, review tear sheets and optimize online efforts where applicable. All make-goods are negotiated to deliver an upgrade to our clients.

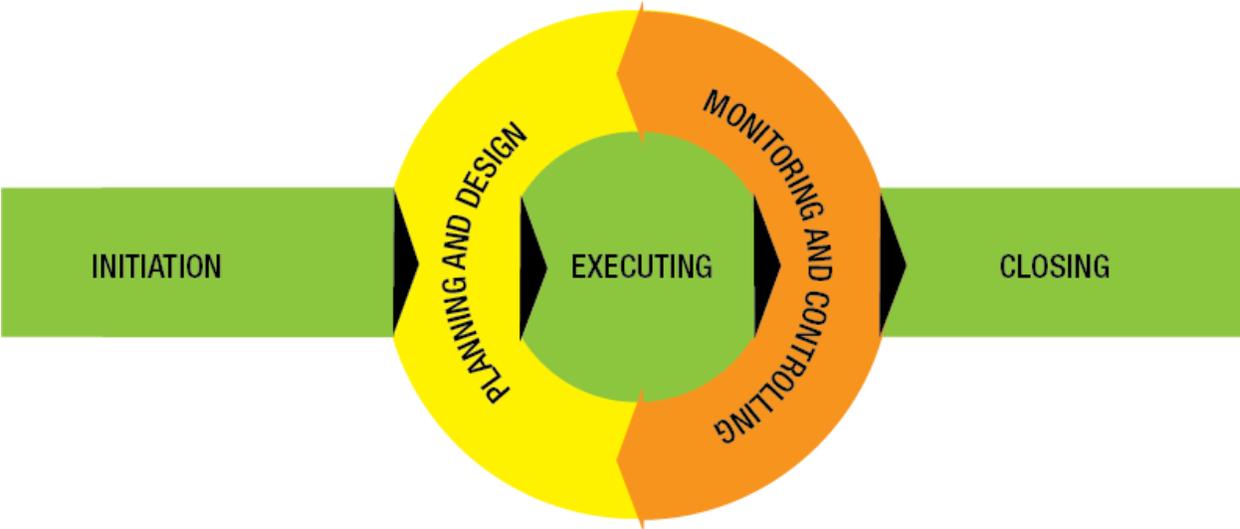
Reconciliation: Making sure everything that was ordered ran correctly, including any added value that was promised. Deviations outside of the acceptable range (under or over deliveries) are investigated, and bonus weight is secured when necessary. It is important to us that we be proactive with invoicing to stay in good standing with our media partners.

Evaluation: There are several points of optimization and performance during each campaign, and they stay in close contact with the client to provide updates and make revisions as necessary. However, the end of campaign reporting provides deep insights and learning to inform future planning and buying

Project plans for project services or transition:

Steel Branding follows the Project Management Institute’s school of thought for all project planning. This process ensures that our client’s projects are on schedule and on budget.

Proven Project Management Approach



Initiation

The initiation stage determines the nature and scope of the development. Specifically we:

- Analyze the business needs/requirements in measurable goals.
- Review of the current operations.
- Conceptually design the desired outcome.
- Project charter including costs, tasks, deliverables, and schedule.

Planning and Design

After the initiation stage, the system is designed. Occasionally, a small prototype of the final product is built and tested. The results of the design stage include a product design that:

- Satisfies the project sponsor, end user, and business requirements.
- Functions as intended.
- Can be produced within quality standards.
- Can be produced within time and budget constraints.

Executing

Executing consists of the processes used to complete the work. The deliverables are produced as outputs as defined in the project management plan.

Monitoring and Controlling

Monitoring and controlling consists of those processes performed to observe project execution so that potential problems can be identified in a timely manner and corrective action can be taken, when necessary. This includes:

- Measuring the ongoing project activities (where we are).
- Monitoring the project variables (cost, effort, scope, etc.) against the project management plan (where we should be).
- Identifying corrective actions to address issues and risks properly (how can we can remain on track).
- Influencing the factors that could circumvent integrated change control so only approved changes are implemented.

Project control is the element of a project that keeps it on-track, on-time, and within budget. Over the course of any long-term project, the work scope changes. Change is a normal part of the process. Changes result from design modifications, differing conditions, new information, new parties, or changes in objectives. Beyond executing the change in the field, the change needs to be documented and the implications managed (change management). The record is made on the contract documents and communication/authorization is attained. Monthly reporting is formalized per contract needs.

Closing

Closing includes the formal acceptance of the project. Activities include the archiving of the files and documentation of lessons learned, specifically:

- **Project close:** Finalize all activities across all of the process groups to formally close the project or a project phase.
- **Contract closure:** Complete and settle each contract (including the resolution of any open items) and close each.

Project management plan addressing the tasks specified in the SOW:

Based upon the project management process and media process detailed above, the following steps and corresponding timeline would be implemented to complete each task in the SOW.

January

- Onboarding with team and review of background information
- Research and pre-planning activities
- Media Plan and buy presentation/revisions/approval
- Placements and trafficking begin

February

- Media start date/media running
- Placement & trafficking continues
- PSA pitching ongoing
- Stewardship
- Status meetings and reporting

March

- Media running
- Placement & trafficking continues
- PSA pitching ongoing
- Stewardship
- Status meetings and reporting
- Invoice reconciliations/makegoods

April

- Media running
- Placement & trafficking continues
- PSA pitching ongoing
- Stewardship
- Status meetings and reporting
- Invoice reconciliations/makegoods

May

- Quarterly measurement and buy optimization
- Status meetings and reporting
- Invoice reconciliations/makegoods
- Campaign check-in
- Planning for continued media placement/closing activities

F. Qualifications of Proposed Staff

The following are our proposed team qualifications detailing the capacity they will work on this account and their overall capabilities.

Name	Title	Job Responsibilities	Areas of Expertise	Percentage of Time Dedicated
Amy Bailey	Account Director	Project management and PSA execution	Client Contact and PSA Expert	15%
Cheryl Habbe	Director of Media & Interactive	Strategic media planning and placement	Media and Interactive Strategist	15%
Samantha McCanless	Director of Operations	Project accounting	Financial Communication	15%
Singh Sharma (Subcontractor)	Marketing Representative	Media placement	Procurement	15%

Amy Bailey –Partner, Account Director



Amy Bailey is passionate about engaging key publics on all traditional and digital platforms. At the agency, she is an Account Director and also leads the agency’s public relations practice. Since Amy acts in an Account Director role as well as PR practitioner, Amy thrives in media campaigns that include PSA components.

Amy has worked on large media buys for a variety of clients in the agency and understands how all the moving parts fit together and that time is of the essence. She has a history of making tight deadlines and adapts easily to the clients specific needs.

Amy’s client experience includes: Aetna, Medicaid and CHIP for CHRISTUS Health, AARP, DOD sponsored USFHP, Austin Diagnostic Clinic, Austin Cancer Center, and Redstone Federal Credit Union.

Cheryl Habbe – Director of Media & Interactive



Known in the office as the “Director of Order and Reason,” Cheryl brings a combination of professionalism, expertise, and flexibility honed by 25+ years of top-notch experience. Cheryl hails from some of the most recognized agencies in the business: Tracy-Locke, DDB, The Integer Group and GSD&M. Her past clients include top brands such as Pepsi, Gatorade, Dell, Frito-Lay, and Walmart/Sam’s Club.

She has the ability to bring order amongst chaos and boil down the most complicated situations to a straightforward, effective solutions. While her style is personally tailored to each client, she adheres to the traditional PMI (Project Management Institute) school of thought, getting more done each day than most.

Cheryl’s government clients: Texas HHSC, San Jacinto College, Texas Department of Agriculture, Texas Education Agency, Texas A&M University- Commerce, City of Georgetown and City of Austin

Samantha McCanless – Director of Operations



Samantha oversees the time and cost accounting of the Agency. She has experience handling requests for government contracts and large campaigns. Samantha manages client billing, is responsible for Agency legal compliance and has a passion for business ethics. She works personally on the company finances and sustains efficiency within the Agency.

Samantha is presently responsible for financial communication on government contracts for San Jacinto College, Texas Department of Agriculture, Texas A&M University-Commerce and UT Health. Samantha is responsible for financial and time reporting for each client as well as financial reconciliations for each campaign.

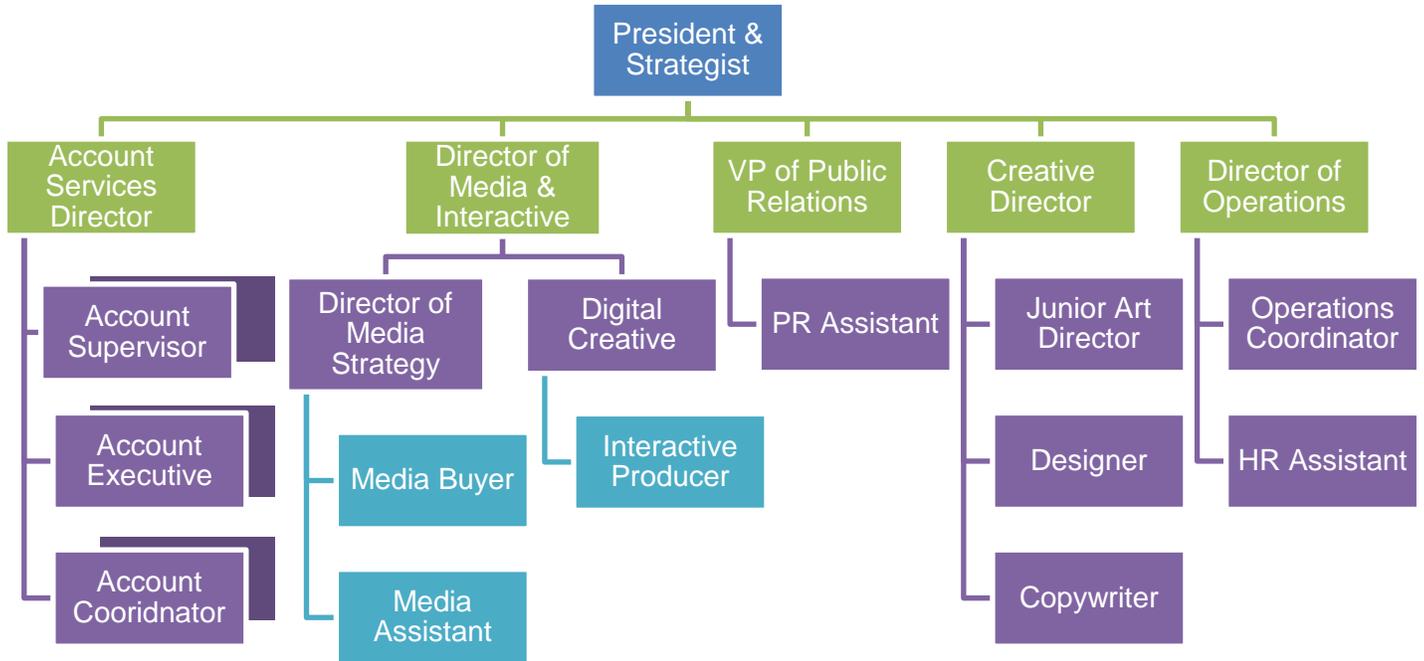
Throughout a client relationship, Samantha works tightly with the client team on financials and is the record keeper for such information. Samantha will assist in time-cost accounting for each deliverable within the project and keep efficiency prominent. She will help ensure the project stays on budget and will keep communication fluid on financials between Steel and our client team.

Singh Sharma- Marketing Representative (HUB Subcontractor)

Singh works for Steel Branding's HUB Subcontractor, The Urban Circle, and she is responsible for both building relationships with clients as well procurement. Within this project, Singh will work with Steel's media team to procure media placement for non-traditional out-of-home print.

Prior to working in marketing and media, Singh worked in computer science as a program specialist later shifting focus to clients to better help determine client needs. Singh has a history of maintaining communication networks and implementing process into work flow documents. Singh works exceptionally well as a team member on any project earning the Virtual Assistant of the Quarter award in 2012.

Following is Steel Branding’s overall organizational chart followed by a copy of the key personnel and management resumes.



KIRSTEN CUTSHALL

425 Whippoorwill Trail

Austin, Texas 78746

512.632.2749 cell

kirsten.cutshall@steelbranding.com

PROFESSIONAL SUMMARY

Skilled at agency development, core competency creation and talent and team development.

Experience with successfully managing all aspects of both traditional marketing and interactive development firms including selecting, structuring, and managing, staff, providing leadership against goals, leading cross-functional teams on key projects, designing processes and procedures for client delivery, and creating methodologies to extend agency capabilities.

Strong personal contributor in the client delivery areas of account planning, media strategy, interactive innovations, and marketing communications planning, and integral participation in business development.

PROFESSIONAL HISTORY

Media Planner - Larkin, Meeder & Schweidel, Dallas, TX 1996-1997

While I had studied anthropology because of an intense interest in the study of the human condition, I was surprised to be recruited to Larkin, Meeder & Schweidel by an adjunct professor at SMU who was specifically interested in my cultural anthropology background to enhance their account and media planning perspectives.

- Planned several million dollars in print, outdoor and broadcast media
- Primary Accounts: Peterbilt, Wet 'N Wild, Bryan Foods, Grandy's, Prudential, PageNet, Southwestern Bell Mobile Systems

Media Planning Supervisor - DDB Needham, Dallas, TX 1997-1998

Upon recommendation, DDB Needham recruited me from Larkin for my abilities to both plan and present large, national media programs. I was brought in as a Media Planner and quickly earned a promotion to Supervisor on the Promus Hotels account in less than six months of joining the team. In the final months of my time at DDB, I commuted from Austin to complete the agency review of the Promus Hotels accounts. Our team ultimately retained the media business despite DDB's loss of the creative.

- Planned \$40+ Million in Media Spending annually in Broadcast, Print and Interactive
- Developed early framework for performance analytics on interactive advertising campaigns
- Planned and placed early online media campaigns for "new" online hotel reservations including ground-breaking deal for Embassy Suites and Hampton Inn to occupy two of the only four hotel brands accepted on AOL in their experimental online travel planning section.

- Primary Account: Promus Hotels (Embassy Suites, Hampton Inn, Homewood Suites, and Promus Corporate franchise effort)
- Results: Constructed winning media pitch in 1998 to retain over \$40M media business at DDB when agency review process resulted in a loss of creative business

Principal - Tocquigny Advertising + Interactive, Austin, TX 1998-2004

Upon moving to Austin to get married, I adapted to the local industry which was focused largely on business-to-business technology accounts. I leveraged my media skills to obtain freelance media assignments, and after demonstrating the ability to successfully lead teams, pitch business and develop media and interactive capabilities for an agency from a contractor role, I was offered a position at Tocquigny as Vice President at age 25. The next five years were an amazing growth story.

- Provided vision, leadership and motivation for the organization
- Managed the day-to-day activity in the agency with specific responsibility for account service, business development, interactive strategy, and media departments
- Developed agency competencies in media, account planning, direct response and database marketing, metrics, account service, and interactive development
- Provided strategic planning and consulting on major accounts: Dell, Seagate, HP, and AMD
- Architected and managed the production of numerous robust custom applications to augment enterprise websites (e.g. Dell.com) with greater content management, personalized web experiences, and database-driven online marketing functions
- Progression of titles: Contract Media Director, VP of Business Development, VP of Client and Interactive Services, Sr. VP of Operations, Agency Principal
- Results:
 - Launched interactive capability and became the top interactive agency in Texas (per *Ad Age*) within three years
 - Attached revenue streams to uncaptured agency activities such as account service, document delivery, archiving, and hosting
 - One of two primary pitch personalities resulting in the acquisition of UPS, Caterpillar, Siemens, Constellation New Energy, Seagate, and more
 - Initiated and drove successful PR activities resulting in recognition in Top 50 direct marketing agencies and Top 20 Interactive agencies in the nation (*B-to-B Magazine* and *Adweek*) and Top 3 Case Studies for accomplishments on Dell marketing
 - Supervised the agency during a period of growth that saw
 - Grew employee count grow from 25 to 105 staff
 - Achieved 20-40% margins
 - Income rise from \$100,000/month to over \$1M/month
 - Acquisition of 5 new anchor accounts to balance the growth of Dell
 - Orchestrated acquisition of boutique web development firm to accomplish true integrated marketing capabilities

Partner/President - Steel Branding, Inc. Austin, TX 2004-Present

After several years of focus on agency development, competency creation and talent recruiting, Tocquigny had grown from a 25 person design shop to a full service agency with over 100 employees. My husband and I chose to leave Tocquigny to pursue a more independent life – having children in 2004 and 2005. During this time of great change, we opened a small agency with no capital investment and no guaranteed clients, and we experienced unexpectedly rapid success.

- Provide vision, leadership and motivation for the organization
- Manage the agency with direct responsibility for account planning, business development, and media services staff
- Provide individual contribution to client work in the areas of account planning, creative review, media planning, online application conception, and strategic consulting
- Results:
 - Launched agency mid-2004 and attracted first ten clients in ten months
 - Matured agency offering from general integrated marketing consulting to a focused branding offering; including a streamlined methodology called BrandRaising™ to right-size Brand Development activities for less than \$10 million accounts and non-profits
 - Produced robust web application to bridge the gap between marketing departments expectations on CMS and ECM applications and their actual delivery; clients using this application to support marketing include corporations (e.g. Abbott Laboratories, Gulf Packaging, PlainsCapital Corporation), small local groups (e.g. The Austin Plastic Surgery Institute) and field marketing initiatives (e.g. Time Warner)
 - Acquisition of key national accounts including: NatureSweet Tomatoes, Aetna, Christus Health, TEA, StarTex Power, Abbott, KCI, Hewlett-Packard, City of Austin, Dell, AMD and FramesDirect
 - Listed as Top 100 US Agency by Crain Communications in 2009, 2010, 2011, 2012, 2013

EDUCATION

Southern Methodist University, Dallas, TX
Bachelor of Arts with Honors: Anthropology
Minors: Art History and Advertising

Academic Achievements:

Authored: *Introduction to Palynology*, Mustang Press Publishing, 1995

Field Work: Pollen Analysis, Faunal Comparative Collection, Pot Creek Pueblo, Kiva 5, Taos, NM

AFFILIATIONS

Advisory Board, Association of Women in Technology, 2006-present
Chairman of the Board, Miracle Foundation, U.S. and India, 2006-2008
Board of Directors, Miracle Foundation, U.S. and India, 2004-2005
Member, American Anthropological Association
Member, National Association for the Practice of Anthropology

Amy Bailey

1501 Silver Oak Trail

Cedar Park, Texas

310-709-4743

www.linkedin.com/in/amywestpr

amylynnbailey1987@gmail.com

Experience

ACCOUNT DIRECTOR, STEEL BRANDING

September 2012 – Present

- Oversee all healthcare accounts within agency, including annual budget planning and management, fully integrated marketing campaign strategic planning and execution, client communication.
- Responsible for agency's self-promotion including publicity, social media and professional development of agency's public relations product offering
- Participate in long term strategic vision of company and business development activities.

SENIOR PR ACCOUNT EXECUTIVE, STEEL BRANDING

November 2011- September 2012

- Oversee public relations and social media activities within the agency.
- Lead weekly department meetings; oversee team of four account directors who manage accounts; participate in team brainstorm sessions based on team results, client budget and market opportunities.
- Report department probability and growth to executive team in bi-weekly meetings.
- Conduct monthly personnel evaluations; develop specialized training and continued professional development programs.
- Develop PR and social media products, packages and pricing; participate in new business pitches with "big idea" brainstorms and live presentations to prospects.
- Optimize client reporting based on client benchmarks and new technologies available.

PR ACCOUNT EXECUTIVE, STEEL BRANDING

May 2009 - January 2010

- Assist in all day-to-day account management tasks. Activities include execution of company and product launches, media relations programs, event planning and management, tradeshow and conference development, promotions, social media platform strategy execution.
- Maintain a media contact program on behalf of agency's clients with editors and relevant media; wrote press releases, placed feature stories in local/national media, wrote and edited public relations collateral.

PR COORDINATOR, STEEL BRANDING

January 2009 - May2009

- Participate in PR activities to elevate Steel's brand and awareness
- Brainstorm PR angles to leverage in the media. Activities included presence at high profile industry awards, executive speaking opportunities, media relation activities such as writing collateral to pitch newsworthy opportunities, strategic new hires, client wins and success stories, Steel's recent growth, etc.

EDUCATION

THE UNIVERSITY OF TEXAS -AUSTIN, TEXAS - BACHELOR OF SCIENCE IN PUBLIC RELATIONS

Activities and Societies: Public Relations Student Society of America VP - Professional Development, Relay For Life, Colleges Against Cancer, American Red Cross,

CHERYL HABBE

PROFESSIONAL EXPERIENCE

Steel Branding – Austin, TX

6/2004-Present

Partner

Provide key leadership and account management for diverse client base, developing cross-discipline marketing strategy that includes advertising, brand development, direct marketing, interactive, and media. Functions as Head of Staff for the agency, and personally manages the Interactive and Media Departments. Participate in business management activity, including company policy development, new business development, and growth for the agency. Key clients served: City of Austin, TEA, Diocese of Austin, KCI Inc., San Jacinto College, CHRISTUS, Aetna, Hat Creek Burger Co., Bio-Medical Services, Austin Board of Realtors, Neuhaus Education Center, Abbott Labs, The Greensheet, and more.

Tocquigny Advertising, Interactive + Marketing – Austin, TX 2/2002-6/2004

Director of Client Services

Managed all account activity for multiple clients, from hi-tech to consumer, across promotional disciplines, including direct marketing, web/internet, collateral, and trade shows. Led strategy and execution of programs from initial concepts through to program metrics assessment and reporting. Communicated effectively with clients to establish objectives and propose solutions. Serviced key client accounts, including Dell, GlobalScape, HP, and Constellation New Energy.

Manager of Client Services - Account Director

Provided visible, strategic leadership for multiple client accounts. Interfaced with key client contacts to identify goals and develop marketing strategy. Created and improved various processes to optimize operational efficiency. Represented key clients Dell, GlobalScape, Cirrus Logic.

GSD&M Advertising, Austin, TX

8/2000-9/2001

Account Supervisor - Lennox and Sam's Club

Developed, managed, and implemented national advertising and collateral campaigns for Sam's Club and regional marketing communications for several regional offices for Lennox. Proactively oversaw account by remaining closely attuned to client's key competitor's market position and key business issues.

The Marketing Continuum, Dallas, TX

6/1999-4/2000

Account Director – Labatt USA Mexican Brands

Developed and managed national promotional campaigns for Bohemia, Tecate, Dos Equis, and Sol including advertising, in-store POP, merchandising and events. Oversaw a team of five directly for the Mexican Brands and co-directed the entire Labatt USA account service team of twelve.

The Integer Group, Denver, CO

9/1994-5/1999

Operations Manager

Directed the daily activities of two departments for the agency: 1) Coors merchandising inventory management responsible for the catalogue and merchandise development for all Coors brands and order coordination with all Coors distributors nation-wide and 2) Account Management department. This included manpower planning, training, staff supervision and workflow planning. Key responsibilities included staffing, operational productivity tracking and reporting, job progress monitoring, and departmental coordination with client. Served as liaison and coordinator between all departments.

Account Supervisor, Coors

Responsible for national programs on Zima, test market programs for Coors and managed promotional efforts for the Coors Light NASCAR race team.

Account Supervisor, Gatorade Southwest Region

Responsible for development of regional marketing programs, implementation of national sponsorships, management of the region's marketing budget and working directly with sales and brokers to develop trade programs.

Tracy-Locke / DDB Needham, Dallas, TX/Los Angeles, CA 12/1990 - 8/1994

Account Executive, Pepsi Southern California

Responsible for managing the marketing efforts in Southern California for C&G-store, Mass Merchandiser, School & Prestige/Entertainment including promotions, advertising, media and co-op partnerships.

Account Executive, Frito-Lay

Responsible for development and implementation of national marketing efforts for the Lay's and Ruffles brands.

Account Manager, Pepsi National Marketing and National Retail Accounts

Project coordinator on Brand Pepsi National Marketing programs.

Oldfield Davis, Dallas, TX

11/1989 – 11/1990

Entry-level agency position assisting account service and the creative departments in project management.

EDUCATION AND AFFILIATIONS

Bachelor of Arts in Advertising/Minor in Marketing • Texas Tech University – Lubbock, TX

American Marketing Association Member • Austin Chapter

Marketing Committee and Volunteer • The Miracle Foundation, US and India

Austin Women in Technology Advisory Board • Austin

Denise Waid

Creative Director - Art Director - Mom - Spurs Fan - Glass Artist

A 25-year+ veteran of the advertising industry, I have vast expertise in establishing successful client relationships and building and nurturing creative teams. Since 2008, as Creative Director/Partner at Steel Branding, I lead and supervise the creative efforts, including brand development, traditional print advertising and collateral, web design and development, direct response/lead generation direct mail, social media marketing and whatever new communications trends come next.

Prior to joining Steel, I held the position of Vice President of Creative Services for IF Marketing & Advertising, where I led a creative department towards excellence in aesthetics and strategic marketing for clients in the real estate and healthcare industries. From 2000 to 2005, I provided creative leadership to the team of writers, art directors, interactive designers and production artists at Austin-based Tocquigny Advertising, Interactive+ Marketing. While there, I played a major role in evolving the company from a 20-person design boutique to an 80-person, full-service agency recognized nationally by B-to-B Magazine, with top-20 Interactive Agency rankings by Adweek.

My employment prior to 2000 was with San Antonio agencies Anderson Advertising and The Atkins Agency. While there, I created traditional advertising (broadcast and print) in the healthcare, tourism and communication industries and collected many local and regional Addy's and countless other awards.

My Art Direction and marketing background, combined with knowledge and experience in direct response and interactive, gives me the expertise needed to develop integrated, powerful, creative solutions that drive results. My leadership abilities and skills in managing both people and resources inspire teamwork and creativity as well as efficient execution.

Client experience includes: San Jacinto College, Texas Education Agency, Hat Creek Burger Co., CHRISTUS Health, US Family Health Plan, Diocese of Austin, City of Austin (austintx.gov), Hearst Corporation (San Antonio Express-News), Pivotal Group, USP Development, Whataburger (Florida), North Cypress Medical Center, Briar's Creek, Hewlett-Packard, Dell Computer Corp., Symbol Technologies, Seagate, Advanced Micro Devices (AMD), Caterpillar, the San Antonio Convention and Visitors Bureau, Mazatlan (Mexico) Tourism Trust, The Bays of Huatulco (Mexico), Harcourt Brace, and CellularOne.

EXPERIENCE

Steel Branding

Director of Operations, 2014-Present

Operations Manager, August 2011-2013

Provide stability to Agency by aligning finance, human resources, technology and business development. Sustain internal components of agency by running Operations Department and keeping agency flowing internally. Tasks Include:

- Manage financial planning, budgeting and forecasting
- Lead business development strategy and efforts
- Develop, consolidate and report operating plans by creating financial paperwork- Profit and Loss Statement, Balance Sheet, and Cash Flow
- Conduct agency billing and oversee client billing process
- Ensure appropriate controls are in place to effectively protect the company's assets in compliance with corporate policies and procedures
- Direct, manage, and provide guidance for reporting within all agency departments and provide performance management
- Measure and identify efficiency within the agency and give indicators of improvement opportunities
- Bank management
- Calculate time-cost accounting
- Execute accounts payable and collections
- Lead recruitment and hiring initiatives
- Align HR strategies with business goals
- Promote agency beliefs
- Administer all corporate benefits including health insurance and 401(k)
- Coordinate and execute technology advancement efforts
- Oversee technology systems, tools, training and support

Steel Branding May 2011- July 2011

Executive Assistant

- Organized current projects to increase ease of access
- Enforced deadlines and arranged calendar to maximize productivity
- Manage Facility
- Implement administrative tasks

Steel Branding January 2011- May 2011

New Business Intern

- Communicated with all team members to gather information for proposals and schedule meetings with deadlines

- Designed proposal outlines and drafted proposal responses
- Participated in new client leads and company pitches to clients
- Assisted Vice President of Business Development in building partner relationships

SKILLS

QuickBooks, Budgeting, Asset Management, Employee Relations, Human Resource Management, Process Development, Talent Acquisition, MS Word, Excel, PowerPoint, Outlook

EDUCATION

The University of Texas at Austin May 2011

Bachelor of Science in Advertising

LEADERSHIP AND SERVICE

Alpha Chi Omega, Alumni

Austin Safe Place, Volunteer 2007- 2011

Colon Cancer Coalition, Volunteer 2013-2015

Singh Sharma

The Urban Circle (HUB Subcontractor)
arin@tucllc.us

Singh Sharma graduated in Computer Science in 2010. She is a self-learner and self-motivated person with over 4 years of experience. She has over 2 years of experience in providing top quality customer service to companies in North America. She possesses good telephone and listening skills which helped her move into telemarketing and administrative setting role. Singh was chosen as the top VA of the quarter in Aug'12 by her former employer.

SUMMARY OF QUALIFICATIONS

- Over 3 years experience in providing customer service
- Outstanding ability in setting customer appointments
- Uncommon ability to work in a fast paced environment
- Skilled in maintaining communication network and implement process to work flow

KEY ACCOMPLISHMENTS

- Awarded the top Virtual Assistant of the Quarter in Aug 2012

RELATED EXPERIENCE

Marketing Representative | The Urban Circle LLC – Houston, TX | Oct 2013 – Present

- B2B cold calling to set up appointment.
- Maintain high conversion rate of leads to contacts.
- Calling potential leads to identify needs for advertising media.
- Researching decision maker, advocates and HUB coordinator at various institutions.
- Do regular and timely email follow ups with leads/contacts and clients.
- Building strong relationship with clients for securing on-going businesses.
- Manage leads/contacts/clients using CRM applications.
- Following up with clients to determine service satisfaction level.
- Implement S.O.P. for marketing and sales efforts.

Client Service | Company Confidential – Portland, OR | July 2012 – March 2013

- Scheduled sales appointments for outside sales representatives.
- Responded to incoming calls.

- Closed sale and set installation appointment if required.
- Ensured customer satisfaction by determining needs and transferring calls.

Program Specialist | Company Confidential – Seattle, WA | Nov 2010 – July 2012

- Email management by responding to all customer emails.
- Making calls to institutions for promoting STEM career.
- Extensive use of Google Drive for managing leads, document repository, grants.
- Helped develop SOP.
- Managing email campaign through mail chimp and graphicmail.
- Creating monthly newsletters.

EDUCATION

Bachelor's Degree in Computer, 2010

OTHER SKILLS

- Good telephone and administrative etiquette
- Self learner and self-motivated

Appendix A

ANTI-LOBBYING AFFIDAVIT

The Anti-Lobbying Affidavit must accompany Respondent's Proposal (Failure to sign and submit with Proposal will result in disqualification)

On behalf of the entity named below, I, an official with authority to bind such entity, execute this Affidavit as a part of the entity's Proposal to:

Request for Proposal No. **608-16-2129**

By executing this Affidavit, the entity agrees to the following terms and conditions of this requisition.

From and after the posting of this RFP for the above-noted requisition, the entity, its employees, officials, agents, and subcontractors, shall not communicate or attempt to communicate about this requisition and the entity's Proposal, with TxDMV personnel, the evaluation committee members, and the other TxDMV officials involved in making recommendations or decisions for award of contracts arising from this requisition; provided, however, entity, its employees, officials, agents and subcontractors shall be allowed to participate in the TxDMV-sponsored evaluation process, in the form authorized, including communication with the TxDMV Purchaser.

Further, the entity shall not, through indirect means of unpaid associates, volunteers or other persons, communicate or attempt to communicate about the entity's Proposal to any TxDMV personnel, the evaluation committee members or other TxDMV officials involved in making recommendations or decisions for award of contracts arising from this requisition. The entity understands and agrees that violation of this Affidavit may result in rejection of its Proposal, as a violation of the terms and conditions of the procurement process.



(Authorized Signature of Entity Official)

Samantha McCanless

Printed Name

Director of Operations

Title

Steel Digital Studios Inc. dba Steel Branding

Name of Entity



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Steel Digital Studios, Inc. dba Steel Branding State of Texas VID #: 17429654365
 Point of Contact: Samantha McCanless Phone #: 800-681-8809 ext.112
 E-mail Address: samantha.mccanless@steelbranding.com Fax #: 800-709-5104
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: 608-16-2129 Bid Open Date: 01/06/2016
(mm/dd/yyyy)

Enter your company's name here: Steel Digital Studios, Inc. dba Steel Branding Requisition #: 608-16-2129

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Media Procurement	23.7 %	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		23.7 %	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of thisSECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

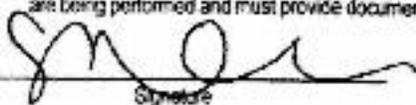
Enter your company's name here: Steel Digital Studios, Inc. dba Steel BrandingRequisition #: 608-16-2129**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, writing its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.


Samantha McCanless

Printed Name

Director of Operations

Title

01/05/2016

Date

(month/year)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

K. Electronic and Information Resources

Steel Branding has the following template filled out for VPAT and is in the process of submitting and receiving a URL.

Voluntary Product Accessibility Template® VPAT™

Date: 1.4.2016

Name of Product: Steel Branding- Advertising Agency

Contact for more Information (name/phone/email): Cheryl Habbe; 800-681-8809 ext.104; cheryl.habbe@steelbranding.com

Summary Table

VPAT™

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Not Applicable	
Section 1194.22 Web-based Internet Information and Applications	Yes	Details Provided Below
Section 1194.23 Telecommunications Products	Not Applicable	
Section 1194.24 Video and Multi-media Products	Yes	Details Provided Below
Section 1194.25 Self-Contained, Closed Products	Not Applicable	
Section 1194.26 Desktop and Portable Computers	Not Applicable	
Section 1194.31 Functional Performance Criteria	Not Applicable	
Section 1194.41 Information, Documentation and Support	Not Applicable	

Section 1194.22 Web-based Internet information and applications – Detail

Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Yes	Alt tags will be provided for all non-text elements of a web design. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Yes	Video files and live audio broadcasts have synchronized captions; video-only content includes an audio descriptive track.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Yes	In all web design, sufficient contrast is provided, and color is not used solely to convey important content.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Yes	Style sheets are used for layout, but content is still readable and understandable if the style sheet is turned off.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Yes	If image maps are used in the design, alt tags will be provided for the image and each hot spot area. And they will be created as client-side, not server-side image maps
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined	Yes	If image maps are used in the design, alt tags will be provided for the image and each hot spot area. And they will be created as client-side, not server-side image maps

with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.	Yes	Data tables will include column and row headers identified with the <th> element in the code. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Yes	Data table cells are associated with the appropriate headers using the scope or id/headers attributes. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Yes	Each frame is given a title that describes the frame's purpose or content. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Yes	Design will not include elements that flash at the rate of 2 to 55 cycles per second.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Yes	A text-only version is created when there is no way to make the content accessible or when it offers significant advantages over the primary version for certain disability types.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the	Yes	Content and functionality provided by scripting is directly accessible to assistive technologies and the keyboard. Should the web project specifications utilize a Content Management System; appropriate modules,

script shall be identified with functional text that can be read by Assistive Technology.		plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Yes	A link will be provided to a page where the plug-in/applet/other app can be downloaded; and the content within will be accessible to assistive technologies, or an alternative means of accessing equivalent content is provided.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Yes	<input>, <textarea>, and <select> elements have label elements associated with them in the markup or are given a descriptive title attribute. Scripting of form elements does not interfere with assistive technologies or keyboard. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(o) A method shall be provided that permits users to skip repetitive navigation links.	Yes	A link is provided to skip over navigational menus or other lengthy lists of links. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Yes	Design will be created in a way that the user has control over the timing of content changes. Should the web project specifications utilize a Content Management System; appropriate modules, plug-ins, etc. will be researched for their accessibility compliance or customized (if applicable) to comply.

Section 1194.24 Video and Multi-media Products – Detail

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.	Not Applicable	
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.	Not Applicable	
(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.	Yes	If included in the scope, synchronized captioning of video and multimedia productions can be created with open or closed captioning.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Yes	If included in the scope, an audio-described file can accompany all training and informational video and multimedia productions.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Yes	If included in the scope, closed captioning of video products.

**2. RESPONDENT AFFIRMATIONS AND CERTIFICATIONS:
 Signing this Proposal with a false statement is a material breach of contract and shall void the submitted Proposal and any resulting contracts. By signature hereon affixed, the Respondent hereby certifies that:**

2.1 The Respondent has not given, Proposed to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal.

2.2 Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

2.3 Pursuant to §231.006(d), Texas Family Code, regarding child support, the Respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to §231.006, Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

Enter the Name & Social Security Numbers for each person below:

Name: Kirsten Cutshall	Social Security Number: 451-79-2948
Name:	Social Security Number:
Name:	Social Security Number:

2.4 Under §2155.004, Government Code, the Respondent certifies that the individual or business entity named in this Proposal or any contract resulting from this RFP is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibit a person or

entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

2.5 As required by §2252.903, Government Code, Respondent agrees that any payments due under a contract resulting from this RFP shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Respondent shall comply with §§403.055, 403.0551, 2252.903, Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

2.6 Pursuant to §669.003, Government Code, TxDMV may not enter into a contract with a person who employs a current or former executive head of TxDMV until four years has passed since that person was the executive head of TxDMV. By submitting an Proposal, the Respondent certifies that it does not employ any person who was the executive head of TxDMV in the past four years. If Respondent does employ a person who was the executive head of TxDMV, provide the following information:

Name of Former Executive	
Date of Separation from TxDMV	
Date of Employment with TxDMV	

2.7 In accordance with §2155.4441, Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

2.8 Respondent certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

2.9 Sections 2155.006 and 2261.053, Government Code, prohibit state agencies from awarding contracts to any person who, in the past five

years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Government Code, occurring after September 24, 2005. Under §2155.006, Government Code, Respondent certifies that the individual or business entity named in its Proposal is not ineligible to receive a contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

- 2.10** Respondent represents and warrants that payment to the Respondent and the Respondent's receipt of appropriated or other funds under any contract resulting from this RFP are not prohibited by §556.005 or §556.008, Government Code, relating to the prohibition of using state funds for lobbying activities.
- 2.11** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TxDMV under the RFP and any resulting contract, if any, and that Respondent's provision of the requested deliverables under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety.
- 2.12** To the extent this RFP is for the purchase or lease of computer equipment, Respondent hereby certifies its compliance with Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- 2.13** Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code.

3. **EXECUTION OF PROPOSAL** (By signing this Proposal, you are certifying compliance with the Assurances and Certifications as described in Section 2 above. Respondent's signature also binds Respondent to perform the contract, if awarded.

YOU MUST COMPLETE THE FOLLOWING (All information is required unless noted otherwise):

Texas Identification Number (TINS): 74-2965436

Respondent's Name: Steel Digital Studios, Inc. dba Steel Branding

Respondent's Physical Address: 6414 Bee Cave Road, Suite B

City: Austin State: TX Zip Code: 78746

Respondent's Mailing Address (if different): Same as above

City: _____ State: _____ Zip Code: _____

Respondent's Telephone Number: (800) 681-8809 ext. 112 Fax: (800) 709-5104

Respondent's Website: www.steelbranding.com

Respondent's E-Mail Address: samantha.mccanless@steelbranding.com

Respondent's Authorized Representative (Print Name): Samantha McCanless
(Must have delegated authority to negotiate and bind Respondent on all contractual matters related to this RFP)



(AUTHORIZED SIGNATURE)

FAILURE TO SIGN WILL DISQUALIFY PROPOSAL

Texas Department of Motor Vehicles
Finance and Administrative Services Division - Purchasing Section
4000 Jackson Avenue
Austin, Texas 78731

Date: **December 23, 2015**

ADDENDUM TO RFP# 608-16-2129

ADDENDUM # 1

Solicitation #: **RFP# 608-16-2129**
Solicitation Closing Date: **01-06-2016**
Solicitation Closing Time: **3:00 P.M. Central Standard Time**

Reason for Addendum # 1:

Posting of questions and answers to the RFP and posting of Revised Appendix B.

Question Number	Question	Answer
1	What is the budget?	We do not disclose procurement budgets.
2	What is the expected cost for only media hard costs within the budget?	We do not disclose procurement budgets.
3	What was the budget last year for this effort for print media?	This effort is unique and not previously solicited by the agency
4	Where can we find historical spending on print media for the TxDMV?	This effort is unique and not previously solicited by the agency
5	Were you happy with the print media mix last year for this campaign?	Graphic Arts Services in the previous year campaign featured print media such as posters, push cards and brochures. As a whole, the agency is satisfied with this print media.
6	Did you compensate the previous vendor for this campaign based on hourly rates or commission?	Neither; previous campaign was for media radio spots
7	What was your total spending with the previous agency annually for the last year for this effort?	We do not disclose procurement budgets
8	In Appendix B: Cost Proposal (page 60) the deliverables are meant for a website project. Are we supposed to use this cost proposal for the RFP?	A revised document has been posted with Addendum # 1.
	Are we supposed to use this cost proposal for the RFP?	A revised document has been posted with Addendum # 1.
9	Are there existing print contracts you are looking to extend?	No
10	How did you measure success for the print advertising last year?	Qualitative measures were used to assess the success of the initiative.
11	How will you measure success for this print campaign?	Success for this print campaign will use surveys of key stakeholders to collect both qualitative and quantitative data.
12	What is the previous contract number?	608-15-0077
13	Is there an incumbent who handled print advertising for Year One of the campaign? If so, will you name them?	Yes, Texas Creative
14	What is the budget for this campaign?	We do not disclose procurement budgets.
15	Will media buys be invoiced to and paid by TxDMV, or is the vendor responsible?	TxDMV will pay the awarded vendor only.

16	The deliverables listed in cost proposal in Appendix B are for Website Design. Will you be posting a cost proposal for the print advertising campaign?	A revised document has been posted with Addendum # 1.
17	Section 4.2 Past Project References says "This section intentionally left blank." Would you like references, and if so, how many?	No references are required.
18	Would you like us to itemize the production (printing) and shipping costs from the media costs?	All costs should be itemized.
19	On page 60 is a table with items related to website design that needs to be filled out. This is outside of the original scope of the RFP. Would you like us to itemize media functions instead?	A revised document has been posted with Addendum # 1.
20	How would you define "channels" as referred to in the scope of work?	Specific medium used in reaching intended audience, that include, but are not limited to billboard ads, program ads, transit ads, bus ads, bus stop/shelter ads, bench ads, mall ads, taxi ads, supermarket ads, convenience store ads as indicated in SOW, 2.2 Section 1.
21	For bonus and added value purposes are alternative papers and or online advertisement acceptable?	This RFP does not allow for award of bonus or added value points. TxDMV wants to see your approach and plan for this effort.
22	Who will provide the actual artwork.creative for implementation?	TxDmv.
23	Do you have a total budget in mind?	We do not disclose procurement budgets.

Addendum # 1 Revised Appendix B 12-23-2015

Appendix B

Cost Proposal - Mandatory

Cost Proposal must be signed and submitted separately from the Technical Proposal. Respondents must ensure that the information provided in the Cost Proposal is consistent with the information provided in the Technical Proposal. The Cost Proposal must be labeled and bound. The Respondent is responsible for ensuring that the following identifying information appears on the outside of the:

- “Sealed Cost Proposal”
- “Single Sticker Media Campaign
Media Plan and Ongoing Media Oversight”
- “RFP # 608-16-2129”
- “Name and address of Respondent”

If a delivery service is used that prohibits such markings on the outside of the package, this information must be placed in plain view on the outside of an interior envelope or package.

Respondent's Cost Proposal must itemize all costs for delivering the deliverables under the proposed contract, based on the following information:

All costs must be itemized.

Deliverable	Estimated Hours of Work	Cost
Project Plan & Schedule		
Approved Advertising Public Awareness Media Plan		
Approved Advertising Public Awareness Media Buy		
Approved Advertising Public Awareness Media Placement		
Project Closeout Activities & Sign-Off		
Total Project Hours & Cost		

Vendor must provide hourly rates as a point of reference for evaluation purposes.

Hourly Rates

Name	Hourly Rate	Number of Hours

Authorized Vendor Signature

Date

ATTENTION: Please return this signed addendum with your response.

Please sign and return to show acceptance:


Signature

Samantha McCanless
Name (Please Print)

Steel Digital Studios, Inc. dba Steel Branding
Company Name

6414 Bee Cave Road, Suite B
Address

Austin, TX 78746
City, State, Zip Code

For any questions regarding this addendum, please
contact: Paula Ramsey at Paula.Ramsey@TxDMV.gov or
512-465-4193.

Sealed Cost Proposal
Single Sticker Media Campaign Media Plan and
Ongoing Media Oversight
RFP # 608-16-2129

Steel Digital Studios, Inc. dba Steel Branding
6414 Bee Cave Road, Suite B
Austin, TX 78746

Addendum # 1 Revised Appendix B 12-23-2015

Appendix B

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608-16-2129”
“Name and address of Respondent”

If a delivery service is used that prohibits such markings on the outside of the package, this information must be placed in plain view on the outside of an interior envelope or package.

Respondent's Cost Proposal must itemize all costs for delivering the deliverables under the proposed contract, based on the following information:

All costs must be itemized.

Deliverable	Estimated Hours of Work	Cost
Project Plan & Schedule	20	\$1,200
Approved Advertising Public Awareness Media Plan	30	\$1,800
Approved Advertising Public Awareness Media Buy	200	\$0 (covered by media commission)
Approved Advertising Public Awareness Media Placement	0	\$150,000 (Media Hard Costs & Commission Only)
Project Closeout Activities & Sign-Off	10	\$600
Total Project Hours & Cost	260	\$153,600

Vendor must provide hourly rates as a point of reference for evaluation purposes. Hourly Rates

Name	Hourly Rate	Number of Hours
Amy Bailey	\$60/hr or commission	80
Cheryl Habbe	\$60/hr or commission	80
Samantha McCanless	\$60/hr or commission	60
Singh Sharma	\$60/hr or commission	40


Authorized Vendor Signature

Date 01/05/2016