



RICARDO LARA  
CALIFORNIA INSURANCE COMMISSIONER

**REQUEST FOR OFFER**

**RFO #: 20009**

**Purpose:**

**Marketing & Advertising Services**

**UNSPSC Classification Code: 80171600 - Publicity and Marketing Support Services,  
82100000-Advertising**

**Date: February 01, 2021**

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the Scope of Work (SOW) - Exhibit A and Cost Worksheet - Exhibit C. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO. The California Department of Insurance (CDI) intends to award one (1) contract for these services.

Read the attached document carefully. The deadline to respond to this RFO is: **March 1, 2021 at 4:00 PM**. Responses to this RFO and any required documents may be submitted by electronic mail or regular mail, clearly labeled to the department contact identified below.

**Department Contact:**

Mark Valim  
California Department of Insurance  
300 Capitol Mall  
Sacramento, CA 95814  
Phone (916) 492-3413  
Fax (916) 327-7676  
[Mark.Valim@insurance.ca.gov](mailto:Mark.Valim@insurance.ca.gov)

**CALIFORNIA DEPARTMENT OF INSURANCE  
PROTECT • PREVENT • PRESERVE**  
Business Management Bureau  
300 Capitol Mall  
Sacramento, California 95814  
(916) 492-3413

## **GENERAL INFORMATION**

### 1. PURPOSE OF THIS RFO

The California Department of Insurance (CDI) is seeking a **California (CA) certified Small Business (SB), Micro Business (MB), Nonprofit Veteran Service Agency (NVSA), or Disabled Veteran Business Enterprise (DVBE) vendor (Contractor)** to provide marketing and advertising services. Additional details are provided in "Attachment A – Scope of Work" and below.

The Community Relations and Outreach Branch (CROB) is charged with creating marketing and advertising campaign materials for the California Department of Insurance (CDI), including the following program:

#### **California Low Cost Automobile Insurance Program (CLCA)**

California law requires that all drivers maintain proof of financial responsibility (e.g. auto insurance). The Department of Motor Vehicles requires that car owners provide proof of auto liability insurance in order to register their car. Approximately 15 percent of all cars on California's roads are uninsured.

The State of California has developed the California Low Cost Automobile (CLCA) Insurance Program to provide income eligible, good drivers with access to affordable automobile liability insurance.

Since the Program's inception, more than 120,000 people have received insurance through the program. Currently more than 15,000 are enrolled in the program. It is a priority of the California Department of Insurance (CDI) to dramatically increase the number of motorists covered under the program.

The policies are sold by licensed insurance agents or brokers (called "Producers") and issued by California licensed insurance companies. The application process, and the assignment of applications to insurance companies, is managed by the California Automobile Assigned Risk Plan (CAARP).

To be eligible, applicants must meet the following requirements:

- At least 16 years of age
- Own a vehicle valued at \$25,000 or less
- Have a good driving record
- Meet income eligibility requirements (see [www.mylowcostauto.com](http://www.mylowcostauto.com) for current income levels)

*More information about the program is available on the following websites:*

- CDI website (reports to legislature, etc.) <http://www.insurance.ca.gov/01-consumers/105-type/95-guides/01-auto/lca/index.cfm>
- Consumer website: [www.mylowcostauto.com](http://www.mylowcostauto.com)
- Facebook Page: [www.facebook.com/mylowcostauto](http://www.facebook.com/mylowcostauto)
- CAARP website: [www.aipso.com/PlanSites/CaliforniaLowCost.aspx](http://www.aipso.com/PlanSites/CaliforniaLowCost.aspx)

CDI anticipates a maximum budget up to **\$249,999.99** for the anticipated 16 month term agreement. However, CDI reserves the right to incorporate spending limitations on the agreement in order to meet the budget needs of the Department.

## 2. OBJECTIVE

CDI is soliciting proposals from qualified marketing firms to implement a marketing and advertising plan to increase the number of consumers enrolling in the California's Low Cost Automobile Insurance Program (CLCA).

## 3. DESCRIPTION OF SERVICES/PROJECT TASKS

### A. Marketing and Advertising Production & Media

Develop, submit and be prepared to verbally present, if selected for an interview, an advertising package designed to increase CLCA policy sales which includes, but is not limited to, the following:

- Online advertising to those seeking insurance or smog check or DMV auto registration services
- Ethnic print: newspapers, internet ads
- Ethnic radio/TV
- English language billboards/radio/TV
- Leverage paid advertising for "added value"
- Advertise on buses or other public transportation
- Identify a happy customer as a testimonial and leverage their involvement in the campaign
- Develop social media content

Target populations include the following:

- Income eligible Californians actively shopping for auto insurance or near the date of automobile registration renewal
- Latinos and AB60 drivers
- Seniors
- Young drivers
- Uninsured drivers
- Low-income communities and diverse communities
- Communities poorly served by public transit

In addition:

- Present a sample of proposed advertising material in English and Spanish and other relevant languages
- Provide detail about creative subcontractors to be used during the campaign

## B. Reports

The successful offeror/contractor will be required to provide the following reports as part of the performance of the contract:

### a) Monthly Report

Provide monthly written reports and documentation outlining planning, development, and measurable results, including enhancements as requested by CDI regarding program implementation and results. The monthly report shall include personnel and subcontractors, if any, responsible for these activities. In addition, CDI reserves the option to request the contractor to meet and discuss the monthly report.

### b) Annual Report to the Legislature

Provide layout, design, and documentation (including graphs, charts and photos) for the Annual Report on the CLCA Consumer Education and Outreach Plan to the Legislature, which details outreach/advertising results for the prior year, and the outreach/marketing and advertising plan for the coming year.

## 4. KEY DATES

It must be understood that time is of the essence, both for the RFO submittal and contract completion. Offerors are advised of the key dates and times shown below and are expected to adhere to them.

<u>Event</u>	<u>Date</u>
1. Release of RFO	February 01, 2021
2. Question Submittal Deadline Submit all questions via email to <a href="mailto:Mark.Valim@insurance.ca.gov">Mark.Valim@insurance.ca.gov</a>	February 08, 2021
3. Questions and Answers Summary* Sent via email to <a href="mailto:Mark.Valim@insurance.ca.gov">Mark.Valim@insurance.ca.gov</a>	February 16, 2021
4. RFO Response Submission Due Date	March 01, 2021
5. Review of RFO Submissions*	March 02-12, 2021
6. Interviews*	March 15-19, 2021
7. Proposed Award Date*	March 29-April 01,2021

\*These are estimated dates, actual dates may be subject to change.

## 5. BUDGET FUNDS

There is a maximum of \$249,999.99 available for services rendered for up to the anticipated 16 month agreement term with one optional twelve (12) month extension.

## 6. RFO RESPONSE REQUIREMENTS

This RFO and the Offeror's response to this document will be made part of the ordering department's STD 213 Standard Agreement and procurement contract file.

Responses must contain all requested information and data and conform to the format described in this section. It is the Offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the Offeror's ability to perform the tasks and activities defined in the Scope of Work – Exhibit A, Minimum Requirements – Exhibit B, Cost Worksheet – Exhibit C, Offer/Bidder Verification - Exhibit D, Disabled Veteran Enterprise Program Declarations – Exhibit E (if applicable), Bidder Declaration and Commercially Useful Function (CUF) Evaluation – Exhibit F, provided as required below.

The Offeror must submit their response via e-mail or hard copy to the department contact name and address contained on the cover sheet to this RFO.

Departments must offer procurement opportunities to California (CA) certified Small Business (SB), Micro Business (MB), Nonprofit Veteran Service Agency (NVSA), and Disabled Veteran Business Enterprise (DVBE), whenever possible. See attached Bidder Declaration (GSPD 05-105) – Exhibit D to allow suppliers to identify if they are a SB, MB, NVSA, or DVBE and identify SB, MB, NVSA, or DVBE subcontractors, their proposed contract function and the corresponding percentage of participation.

Click here to access the [Bidder Declaration, GSPD 05-105 – Written Version](#).

For Disabled Veteran Business Enterprise Business: The required forms to be submitted with a bid response is the Std. 843 see below.

Click here to access the [Disabled Veteran Business Enterprise Declarations \(STD 843\)](#)

### Darfur Contracting Act Certification

Pursuant to Public Contract Code sections 10475 through 10481, for acquisitions of non-IT goods or services, State agencies must require vendors to certify whether they are a scrutinized company. Please complete the Darfur Contracting Act Certification if your company **has** had any business activities or other operations outside of the United States within the previous three (3) years.

### Bidder Declaration & Commercially Useful Function (CUF) Evaluation

If you are a Micro Business, Small Business, or Disabled Veteran Business owner providing a bid, you must complete and return a Bidder Declaration as well as complete and sign the CUF Evaluation. (Please see Attachment F).

## 7. RFO RESPONSE CONTENT

The majority of the information required to respond to this RFO is contained in the State's Scope of Work- Attachment A, Minimum Requirements - Attachment B, and Cost Worksheet - Attachment C.

### a) Response to State's Scope of Work, Attachment A:

The Offeror's "Statement of Work" responds to the State's Scope of Work and will be used to evaluate responsiveness to requirements. This Statement of Work response must map each task/deliverable item back to the Attachments. The response must include any additional information that the offeror deems necessary to explain how the Offeror intends to meet the State's requirements. The Statement of Work needs to contain the following as appropriate:

1. Overview of the required tasks and outcomes.
2. Description of how the tasks will be performed.
3. Work plan for each task, including sub-task description, including due date for each deliverable.
4. Evidence of meeting "Minimum Requirements" as stated in Attachment B.
5. Response to Cost Worksheet, Attachment C.

## 7. CONTRACT AWARD

Award of a contract resulting from this RFO will be based on most responsive bid meeting Attachment B, Minimum Requirements.

## 8. REVIEW OF OFFERS FOR AWARD

Responses to this RFO will first be reviewed for responsiveness to the all requirements of Attachments A and B, and any other attachments. If a response is missing information required in any attachment it may be deemed not responsive.

## **ATTACHMENT A – SCOPE OF WORK**

### **A. SCOPE AND DESCRIPTION**

#### California's Low Cost Auto Insurance Program (CLCA)

The Offeror shall design and implement an advertising/marketing campaign to increase the number of consumers signing up for CLCA, with a special emphasis on uninsured drivers, job-seeking adults, low-income communities, ethnic communities, seniors, young adults and communities that are poorly served by public transit. Services will be provided under the following categories:

#### **a. Advertising Production & Media**

Contractor to provide an advertising package designed to increase CLCA policy sales which includes, but is not limited to, the following:

- Online advertising to those seeking insurance or smog check or DMV auto registration services
- Ethnic print/radio/TV/social media
- English language billboards/radio/TV

Target populations include the following:

- Income eligible Californians actively shopping for auto insurance or near the date of automobile registration renewal
- Latinos
- Seniors
- Young drivers
- Uninsured drivers
- Low-income communities and diverse communities
- Communities poorly served by public transit

#### **b. Collateral Materials**

Develop and produce integrated consumer education and outreach materials, including but not limited to brochures, posters, flyers, signage, displays, press kits and other collateral material in English, Spanish and other languages as needed.

- Use of a theme/logo providing a consistent look to all program/media materials. Current materials should be considered with further consideration for possible updating
- Graphic design and layout
- Printing/production of materials
- Language translations
- Bulk distribution of materials, postage, shipping and handling

c. Website and Social Media

Develop marketing materials to be used on the program's consumer-facing website ([www.mylowcostauto.com](http://www.mylowcostauto.com)).

Evaluate and propose Internet, website and social media efforts in order to increase the number consumers signing up for the program.

d. Reports

i. Monthly Report

Provide monthly written reports and documentation outlining planning, development, and measurable results, including enhancements as requested by CDI regarding program implementation and results. The monthly report shall include personnel and subcontractors, if any, responsible for these activities. In addition, CDI reserves the option to request the contractor to meet and discuss the monthly report.

ii. Yearly Comprehensive Report

Provide a yearly, comprehensive written report. The yearly comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks.

iii. Annual Report to the Legislature

Provide layout, design, and documentation (including graphs, charts and photos) for the Annual Report on the CLCA Consumer Education and Outreach Plan to the Legislature, which details outreach/marketing and advertising results for the prior year, and the outreach/marketing and advertising plan for the coming year.

B. REFERENCES

The Offeror shall supply the CDI with a minimum of three (3) client references for whom the Offeror has provided Marketing Services similar in complexity from the last five (5) years. A summary of services for each client reference shall be provided. The three (3) client references may be contacted by the CDI. For each reference, the Offeror must provide the following information:

- Agency/company name, address and phone number
- Name of contact person and their phone number
- Date services were provided
- Nature of services provided



### C. SUBCONTRACTORS

Identify all proposed major subcontractor(s) that businesses California (CA) certified Small Business (SB), Micro Business (MB), Nonprofit Veteran Service Agency (NVSA), and Disabled Veteran Business Enterprise (DVBE) and any other Contractors for services that exceed \$5,000. Document which portions of service will be performed by subcontractors and their ability to perform the work. Include the resume of subcontractor's key personnel.

The use of subcontractor(s) are subject to approval by the CDI. The Offeror must make it clear to any subcontractors included herein, that even if the Offeror is selected, the subcontractors may not necessarily be selected.

## **ATTACHMENT B – MINIMUM REQUIREMENTS**

### **A) Minimum Qualifications for Offerors**

The Proposer shall have a minimum of five (5) years experience in developing and placing advertisements and experience in developing, executing and managing public awareness campaigns.

Personnel performing public outreach/awareness activities shall possess the following qualifications: three (3) years experience at minimum, in providing public relations and outreach/marketing services; advertising campaigns; development and preparation of brochures and fact sheets; graphic design.

Translation and/or Interpreter personnel must be certified by either the American Translators Association or another recognized certification entity and have three (3) years experience with translation and/or interpreter services, at a minimum.

Offeror shall furnish a Project Manager to coordinate the operations under the agreement with the CDI's Contract Manager. The Project Manager shall have a minimum of three (3) years of experience as a Project Manager responsible for contract management of public information and outreach/marketing activities.

Mandatory requirements are met as stated in Minimum Qualifications for Offerors (above).

#### **a) Management**

The proposal shall designate, by name, the Project Manager to be employed. The selected prime Contractor shall not cause the substitution of the Project Manager without prior written approval of CDI. Also provide an organizational chart showing the hierarchy of the Contractor's personnel that will be utilized during the term of the Agreement. The chart must show the relationship between the Project Manager and personnel of the proposer's organization and other parties (subcontractors) to the proposal.

#### **b) Methodology**

The proposal shall describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed.

#### **c) Work Plan and Work Schedule**

The proposal shall include an estimated or proposed work plan for the completion of each task identified in Description of Services/Project Tasks. Identify each major task by which progress can be measured and payments made. The estimated or proposed work plan shall specify the estimated hours to accomplish each task.

d) Project Personnel

Identify the key personnel who will be involved in providing Marketing and Advertising Services to CDI. Provide a description of the background and experience of each individual sufficient to demonstrate that individual's ability to meet CDI's Marketing and Advertising Services needs. Identify the role each staff member will serve, the individual's title, where the individual is headquartered, and the percentage of the firm's total effort that will be provided by that individual.

e) Experience

- i. Provide a brief description of the five years' experience required in A) Minimum Qualifications for Offerors of Attachment B – Minimum Requirements.
- ii. Provide a brief description of the firm's experience providing Marketing and Advertising Services.
- iii. Provide a brief description of the firm's qualifications and experience that demonstrate its capability to provide the scope of work described in A) Purpose and Description of Services of Attachment A – Scope of Work.

B) References

- a) Submission of Proposer References, Attachment 4, is mandatory. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive.
- b) The Proposer References shall include references in which recommended assigned personnel previously performed related services as cited in this RFO.

C) Cost Detail Format Requirements

- a) Using Exhibit C, Cost Proposal Worksheet, provide the following information for your cost proposal:
  - i. Identify the hourly fee for the personnel included in your response to part A) (d) of this request and documented in Exhibit C. **Do not add Direct Labor positions to this worksheet**, rather best fit your positions' hourly rates to those provided. Use the narrative discussion of personnel requested in part A) (d) to clarify any position titles.
  - ii. CDI reserves the right to shift project tasks and priority according to program mandates.
  - iii. The rates and the grand total identified in the Cost Proposal Worksheet are intended to represent the total cost of the 16 month agreement. Those same

rates will remain in effect for the entire term of the 12 month optional extension if enacted.

- iv. These rates and the grand total identified in the Cost Proposal Worksheet are to be used for evaluation purposes only. Upon award only the Direct Labor hourly rates will be used for billing purposes. Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fee will be based on actual expenditures.

**EXHIBIT C – COST WORKSHEET**

Fees and expenses incurred shall be reimbursed at the following rates:

<b>A. DIRECT LABOR (Includes overhead and fringe benefits)</b>	<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
1. Project Manager*			
2. Public Representative*			
3. Interpreter*			
4. Translator*			
5. Graphic Designer*			
6. Support Staff*			
<b>Subtotal A. DIRECT LABOR</b>			
			<b>TOTAL</b>
<b>B. MEDIA BUY</b>			
1. Net Media Buy			
2. Agency Fee on Net Media Buys (Not to exceed 10%) (Media Buy Markup)			
<b>Subtotal B. MEDIA BUY</b>			
			<b>TOTAL</b>
<b>C. DIRECT COSTS</b>			
1. Advertising Production			
2. Other Direct Costs (Itemized)			
<b>Subtotal C. DIRECT COSTS</b>			
<b>D. TOTAL SUBCONTRACTOR COSTS**</b>			

<b>E. FEE/PROFIT AMOUNT (not including Media Buy &amp; Markup)</b>	
<b>Subtotal E. FIXED FEE (PROFIT)</b>	
<b>GRAND TOTAL</b>	

\*Hourly Labor Rate shall include all labor relate indirect costs such as overhead and fringe benefits.

\*\*Attach detailed cost proposal in same format for each subcontractor.

*I HEREBY CERTIFY THE BID AND COST STATED IN THIS COST/BID SHEET IS VALID FOR NINETY (90) DAYS FROM THE DATE OF SUBMISSION. Please print:*

COMPANY NAME: \_\_\_\_\_

AUTHORIZED  
REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT D – OFFEROR/BIDDER VERIFICATION**

**Bidder Acknowledgment/Certification**

The bidder hereby certifies that the materials submitted in response to this RFO and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the bidder's knowledge.

The bidder understands that its bid response will become a public document and will be open to public inspection.

The bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until CDI awards the agreement and throughout the duration of the agreement. Any cost over-runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Agreement extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The bidder further understands that the above quoted rate(s) must include all of the bidder's costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Form the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this RFO and any attachment thereto.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection**

1. Company Name		2. Telephone Number ( )	2a. Fax Number ( )
3. Mailing Address			
4. Contractor's License	4a. Contractor's License		4b. Class of Contractor's
5. Indicate your organization type:			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	
Indicate the applicable employee and/or corporation number:			
8. Federal Employee ID No. (FEIN)		9. California Corporation No.	
10. Bidder's Name (Print)		11. Title	
12. Signature		13. Date	

**An Unsigned Offeror Verification  
May Be Cause for Rejection**

**EXHIBIT E**  
**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATION (if applicable)**

The required forms to be submitted with a bid response is the Std. 843 Disabled Veteran Business Enterprise Declaration which can be found at:

[Disabled Veteran Business Enterprise Declarations \(STD 843\)](#)



**EXHIBIT F – BIDDER DECLARATION & COMMERCIALY USEFUL FUNCTION (CUF)**

**Bidder Declaration & Commercially Useful Function (CUF) Evaluation:** If you are a Micro Business, Small Business, or Disabled Veteran Business owner providing a bid, you must complete and return a [Bidder Declaration](#) or see Exhibit E as well as complete and sign the CUF evaluation below. Please answer “Yes” or “No” to the following questions by circling your response.

1. Are you (the supplier) responsible for a distinct element of the contract?  
**Yes**                      **No**
  
2. Will you (the supplier) actually be performing, managing, or supervising an element of the work involved?  
**Yes**                      **No**
  
3. Will you (the supplier) be performing work that is normal for your business, services, and function?  
**Yes**                      **No**
  
4. Will you (the supplier) be responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.    **Yes**                      **No**  
**N/A**
  
5. Will you (the supplier) be doing any further subcontracting that is greater than that expected to be subcontracted by normal industry practices?    **Yes**                      **No**

CERTIFICATION: BY SIGNING THE BID RESPONSE, I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

Vendor/Supplier' Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE CONTRACT

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213

AGREEMENT NUMBER <b>20009CA</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Insurance (CDI)

CONTRACTOR'S NAME

2. The term of this Agreement is: Through or upon approval

3. The maximum amount of this Agreement is: \$0.00 Dollars & Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provision	1 page
Exhibit B – Attachment 1, Task Order	1 page
Exhibit C – General Terms and Conditions	*GTC 04/2017
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Resume(s) Attached by Reference	__ pages

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

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



<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
California Department of Insurance		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Matthew Ayson, Bureau Chief		<input type="checkbox"/> Exempt per:
ADDRESS		
300 Capitol Mall, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. SERVICES: Contractor agrees to provide marketing and advertising services to the California Department of Insurance (CDI) as described herein.
2. LOCATION: The services shall be performed at Contractor's place of business or a site mutually agreed upon by both parties.
3. HOURS: The services shall be provided during mutually agreed upon times.
4. PROJECT REPRESENTATIVE: Direct all inquiries to the Project Representative. The Project

Representatives during the term of this Agreement shall be:

State Agency: Name: Address:  Phone: Fax: Email:	California Department of Insurance	Contractor:  Name: Address:  Phone: Fax: Email:
-----------------------------------------------------------------------	------------------------------------	----------------------------------------------------------------------

Either party may make changes to the above contact information by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. DESCRIPTION OF SERVICES:

California's Low Cost Auto Insurance Program (CLCA)

The Contractor shall design and implement an advertising/marketing campaign to increase the number of consumers signing up for CLCA, with a special emphasis on uninsured drivers, job-seeking adults, low-income communities, ethnic communities, seniors, young adults and communities that are poorly served by public transit. Services will be provided under the following categories:

a. Advertising Production & Media

Contractor to provide an advertising package designed to increase CLCA policy sales which includes, but is not limited to, the following:

- Online advertising to those seeking insurance or smog check or DMV auto registration services
- Ethnic print/radio/TV/social media
- English language billboards/radio/TV

Target populations include the following:

- Income eligible Californians actively shopping for auto insurance or near the date of automobile registration renewal
- Latinos
- Seniors
- Young drivers

- Uninsured drivers
- Low-income communities and diverse communities
- Communities poorly served by public transit

b. Collateral Materials

Develop and produce integrated consumer education and outreach materials, including but not limited to brochures, posters, flyers, signage, displays, press kits and other collateral material in English, Spanish and other languages as needed.

- Use of a theme/logo providing a consistent look to all program/media materials. Current materials should be considered with further consideration for possible updating
- Graphic design and layout
- Printing/production of materials
- Language translations
- Bulk distribution of materials, postage, shipping and handling

c. Website and Social Media

Develop marketing materials to be used on the program's consumer-facing website ([www.mylowcostauto.com](http://www.mylowcostauto.com)).

Evaluate and propose Internet, website and social media efforts in order to increase the number consumers signing up for the program.

d. Reports

i. Monthly Report

Provide monthly written reports and documentation outlining planning, development, and measurable results, including enhancements as requested by CDI regarding program implementation and results. The monthly report shall include personnel and subcontractors, if any, responsible for these activities. In addition, CDI reserves the option to request the contractor to meet and discuss the monthly report.

ii. Yearly Comprehensive Report

Provide a yearly, comprehensive written report. The yearly comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks.

iii. Annual Report to the Legislature

Provide layout, design, and documentation (including graphs, charts and photos) for the Annual Report on the CLCA Consumer Education and Outreach Plan to the Legislature, which details outreach/marketing and advertising results for the prior year, and the outreach/marketing and advertising plan for the coming year.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the California Department of Insurance agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Itemized invoices shall include the Agreement Number and be submitted, in duplicate, via mail or email, not more frequently than monthly in arrears to the CDI Project Representative:

California Department of Insurance  
Attention:  
Agreement Number: 20009CA  
300 Capitol Mall  
Sacramento, CA 95814  
Email Address:

2. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

3. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
4. COST BREAKDOWN: Payment for marketing and advertising services shall be made at the rates described in Exhibit B, Attachment 1, Task Order, which shall be completed and approved by both the Contractor and CDI for each task to be performed prior to commencement of work. Rates/Fees shall be in accordance with Contractor's proposal RFO # 20009, dated XXXXX.

**TOTAL NOT TO EXCEED:           \$**

5. EXPENSES: Contractor will be reimbursed for travel and other travel related expenses, in accordance with State of California, Department of Human Resources Rule 599.619 for excluded employees and upon submission of itemized monthly statements. All unusual expense items will be subject to the State's prior authorization.

EXHIBIT B  
ATTACHMENT 1

TASK ORDER

Task Description: \_\_\_\_\_

<b>A. DIRECT LABOR (Includes overhead and fringe benefits)</b>	<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
1. Project Manager*			
2. Public Marketing Representative*			
3. Interpreter*			
4. Translator*			
5. Graphic Designer*			
6. Support Staff*			
<b>Subtotal A. DIRECT LABOR</b>			
<b>B. MEDIA BUY</b>			<b>TOTAL</b>
1. Net Media Buy			
2. Agency Fee on Net Media Buys (Not to exceed 10%) (Media Buy Markup)			
<b>Subtotal B. MEDIA BUY</b>			
<b>C. DIRECT COSTS</b>			<b>TOTAL</b>
1. Advertising Production			
2. Other Direct Costs (Itemized)			
<b>Subtotal C. DIRECT COSTS</b>			
<b>D. TOTAL SUBCONTRACTOR COSTS</b>			
<b>E. FEE/PROFIT AMOUNT (not including Media Buy &amp; Markup)</b>			
<b>Subtotal E. FIXED FEE (PROFIT)</b>			
<b>GRAND TOTAL</b>			

\*Hourly Labor Rate shall include all labor related indirect costs such as overhead and fringe benefits.

CDI PROJECT REPRESENTATIVE

DATE

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR PROJECT REPRESENTATIVE

DATE

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Contract #20009CA, between CDI and the Contractor. By signatures above, the parties hereto agree that all terms and conditions of Contract #20009CA shall be of full force and in effect as part of this Task Order.**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. CANCELLATION PROVISIONS: Either party may, in writing with thirty (30) days advance notice, cancel this agreement any time. If canceled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made to the Contractor upon receipt of an invoice covering all costs incurred, which were previously authorized prior to notice of cancellation or termination.
2. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingency fee.
3. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. CONFIDENTIALITY OF DATA: No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Contract shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

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

5. SETTLEMENT OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Insurance, Director within ten (10) days of discovery of the problem. Within ten (10) days, the Department of Insurance Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Department of Insurance Director shall be final.

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

6. CONFLICT OF INTEREST: Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.



7. POLITICAL REFORM ACT: If Department of Insurance designates any or all of Contractor's key personnel as "consultant" under the Political Reform Act, the contractor will ensure that any individuals so designated will timely submit the information required for the designated disclosure category pursuant to Department of Insurance's Conflict of Interest Policy.
8. NON-EXCLUSIVE AGREEMENT: This is a non-exclusive Agreement for services. CDI offers no guarantee of any specified amount of business to Contractor under this Agreement.
9. CONTRACT AMENDMENT/OPTIONAL YEARS: This agreement may be amended at the sole discretion of the California Department of Insurance, to extend the term for one (1) additional twelve (12) month period as provided in the Request for Offer # 20009.
10. CONTRACTOR EVALUATION: Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation.
11. CONTRACTOR STAFF CHANGES: The contractor shall not reassign or change any key personnel identified in its proposal and this contract without the prior written approval of the Department. Resumes for the designated key personnel are attached as Exhibit D, Attachment 1.
12. CONTRACTOR'S PROPOSAL: Contractor's proposal, dated \*\*\*\*\* is hereby incorporated by this reference and made a part of this Agreement.
13. REQUEST FOR OFFER: Request for Offer (RF) entitled Marketing Services # 20009, dated \*\*\*\*\*, is hereby incorporated by this reference and made a part of this Agreement.
14. INDEPENDENT ADVICE: Contractor agrees it will not underwrite any transaction on which contractor is providing advice under this contract.

EXHIBIT E

ADDITIONAL PROVISIONS

1. EXCISE TAX: CDI is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. CDI will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. BANKRUPTCY: In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies, then the CDI may terminate this Agreement and all further rights and obligations by giving five (5) days' notice in writing.
3. COPYRIGHTS AND TRADEMARKS: Contractor agrees to establish for the CDI good title in all copyrightable and trademarkable materials developed as a result of this Agreement. Such title will include exclusive copyrights and trademarks in the name of the State of California.

As used herein, "copyrightable material" includes all materials which may be copyrighted as noted in Title 17, United States Code, Section 102, as follows: 1) literary works, 2) musical works, including any accompanying words, 3) dramatic works, including any accompanying music, 4) pantomimes and choreographic works, 5) pictorial, graphic and sculptural works, 6) motion pictures and other audio visual works, and; 7) sound recordings. As used herein, "trademarkable material" means any material which may be registered as a trademark, service mark or trade name under the California Trademark Law, cited at Business and Professions Code (B&PC) Sections 14200-14342. "Trademark" is defined by B&PC Section 14207. "Service mark" is defined by B&PC Section 14206. "Trade name" is defined by B&PC Section 14208. Contractor agrees to apply for and register all copyrights and trademarks, as here above defined, in the name of the State of California, for all materials developed pursuant to this Agreement which may under the applicable law be copyrighted or for which a trademark may be registered. Failure to comply with this article when such failure results in the loss of the exclusive right of CDI to use, publish or disseminate such materials, when such failure and result occur during the term of this Agreement, constitutes breach of contract.

4. GRATUITIES: CDI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the CDI or his duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CDI, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
5. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CDI will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement and the originals and all copies thereof will be delivered to CDI upon request. CDI will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.
6. PUBLICITY AND ACKNOWLEDGEMENT: Contractor agrees that it will acknowledge CDI's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other types of promotional material.
7. PUBLICATIONS: Publications must be developed and approved according to a Work Authorization. Publications prepared by the Contractor as part of the work funded under this contract, must be submitted to the CDI Project Representative and shall require written approval by the CDI prior to their publication.

RESUMES

EXHIBIT F