



RICARDO LARA
CALIFORNIA INSURANCE COMMISSIONER

REQUEST FOR PROPOSAL (Secondary Method) ^{1/}
Notice to Prospective Proposers

DATE: 06/24/2026

The California Department of Insurance (CDI) invites the review and response to this Request for Proposal (RFP), entitled **Outreach and Advertising Services, RFP # 26CROB-037S** (California Low-Cost Auto Insurance Program (CLCA), Patient and Provider Protection Act (PPPA), and Life and Annuity Consumer Protection (LACPP) Programs). The CDI intends to award one (1) contract for three (3) years with up to one (1) optional 12-month (1-year) extension. In submitting a proposal, the proposal **MUST** comply with all requirements outlined in this RFP in order for the proposal to be deemed responsive.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If there are Internet access issues, a hard copy can be provided by contacting BMB_Procurement@insurance.ca.gov.

In the opinion of CDI, this RFP is complete and without need of explanation. However, if there are questions, respond by the Written Questions Submission Deadline. (See Key Action Dates C. 1 Page 8). Questions received prior to the date and time will be held and responses released, via CalProcure, by CDI in a consolidated response. **Questions received after this date and time will not be considered.** After this date and time, Proposers will need to refer to details posted in the CalProcure Event related to this RFP for any questions.

Note: No *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

^{1/} State Contracting Manual (SCM) [Volume 1](#), [Chapter 5](#).

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A) Purpose and Description of Services (Background and Objectives)

1. Purpose

The California Department of Insurance (CDI) administers the California Low-Cost Auto Insurance Program (CLCA), Patient and Provider Protection Act (PPPA), and Life and Annuity Consumer Protection (LACPP) Programs.

California Low-Cost Automobile Insurance Program (CLCA)

The CLCA program is intended to provide an affordable alternative for licensed drivers to meet the minimum coverage levels to operate a motor vehicle. Previous research has shown a large gap between the number of policies issued under this program with the number of consumers who may be eligible. 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 16 percent of all cars on California's roads are uninsured.

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

Since the start of the program in 2000, the enrollment rate has grown with more than approximately 260,000 drivers eligible in California. Currently, there are approximately 60,000 enrolled in the CLCA program. It is a priority of the CDI to dramatically increase the number of motorists covered under the program. The intention is to minimize the number of uninsured drivers in California, which is estimated to be 1 out of 5 drivers currently on the road.

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:

- Have a valid California driver's license, including AB 60 (Chapter 524, Statute of 2013) license
- Own a vehicle valued at \$25,000 or less
- Be at least 16 years of age
- Have a Good Driving Record
- Meet income eligibility requirements (see www.mylowcostauto.com for current income levels)
 - More information about the program is available on the following websites:
CDI website (reports to the legislature, etc.) www.insurance.ca.gov/lowcost
Consumer website: www.mylowcostauto.com
Facebook Page: www.facebook.com/mylowcostauto
CAARP website: www.aipso.com/PlanSites/CaliforniaLowCost.aspx

CDI anticipates a maximum budget of **\$1.2 million** per year for this portion of the contract. However, CDI reserves the right to incorporate spending limitations annually on the contract in order to meet the budget needs of the Department.

Patient and Provider Protection Act (PPPA)

The Patient and Provider Protection Act (California Insurance Code (CIC) § 10133.66) directs the California Insurance Commissioner to establish a program to investigate and respond to complaints concerning health insurers. The PPPA provide announcements that inform health insurance consumers and health care providers of the Department's toll-free telephone number that is dedicated to the handling of complaints and of the availability of the Internet Web page established under this section along with

the process to register a complaint and to submit an inquiry with the CDI. CDI expects to budget approximately **\$15,000** per year for this portion of the contract.

Life and Annuity Consumer Protection Program (LACPP)

The Life and Annuity Consumer Protection Program (CIC § 10127.17) is dedicated to protecting consumers with life insurance and annuity products in the State of California. The focus of this program is to educate consumers in all aspects of life insurance and annuity products, consumer protection, purchasing and using insurance and annuity products, claim filing, benefit delivery, and dispute resolution. CDI expects to budget approximately **\$11,250** per year for this portion of the contract.

2. Objective

CDI is soliciting proposals from qualified firms to develop and execute an integrated marketing, communications and community engagement effort for the following programs:

- a) California Low-Cost Auto Insurance Program (CLCA)
Proposer shall implement an outreach and advertising campaign to increase the number of consumers signing up for California's Low-Cost Automobile Insurance Program.
- b) Patient and Provider Protection Act (PPPA)
Proposer shall place advertisements and/or public service announcements to increase the quantity of calls and website hits related to CDI's ability to assist health insurance consumers and health care providers to resolve disputes with health insurers.
- c) Life and Annuity Consumer Protection Program (LACPP)
Proposer shall place advertisements and/or public service announcements to help educate consumers about purchasing and using life insurance and annuity products.

This effort should include, but not be limited to, regional, in-language^{1/} and culturally specific outreach, marketing and communications campaigns throughout the state of California. Note: California law mandates translation of documents and services primarily for Spanish, Chinese, Tagalog, Vietnamese, and Korean speakers, especially for consumer contracts (loans, leases), government services, education, and healthcare. For the purposes of this proposal, communications are meant to include digital and social media plans with recommendations for complementary earned media outreach to be performed by CDI.

^{1/} Must comply with the [The Dymally-Alatorre Bilingual Services Act](#).

3. Description of Services/Project Tasks

Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)

Objective 1.1: Outreach Plan for Community-Based Organizations (CBO), Government Entities, and CLCA Certified Producers

- 1. Proposer will identify a Project Manager and Team.
- 2. CDI will provide a list of active CLCA Certified Producers upon contract award so that the Project Management team can create an outreach plan to increase enrollment and increase the number of CLCA Certified Producers. Certified Producers will assist clients in taking the CLCA eligibility quiz and signing up for CLCA policies.
- 3. Develop and submit an outreach plan with CBOs strategically throughout the state to encourage outreach and enrollment. The plan must detail the Proposer's strategy, tactics and timing to reach project goals. This outreach plan should include ways it will integrate with the marketing, advertising production and social media elements/campaign in Objective 1.2 deliverable - Integrated Marketing

and Advertising Production and Implementation. The proposer will utilize methods, tools, and analytics to identify underserved communities in California to target those in need of the CLCA program. The plan should include recommendations for complementary earned media outreach to be performed by CDI's in-house team.

4. Engage Direct Service Organization Statewide by partnering with agencies that provide direct services to low-income Californians- such as California Employment Development Department, CalWorks, and California Department of Housing and Community Development to ensure the program reaches eligible drivers at trusted community touchpoints where financial and transportation assistance is already being accessed.
5. Engage hyperlocal, trusted messengers, including promotoras, tenant organizers, disability advocates, and faith-based leaders, to reach communities with limited institutional trust or access to traditional media.
6. Proposer's Project Manager will work with CBOs to create goals, track progress, and provide oversight. CBOs will conduct outreach and report outcomes to the Proposer's Project Manager.
7. Proposers shall include a plan to capture anecdotal feedback from CBOs and CLCA Certified Producers for use in future research projects, as described in Objective 1.3 - Research and Analysis, and for capturing consumer stories for use in future marketing and communications efforts.
8. Submit outreach plan to CDI for review and approval.
9. Once approved, execute the outreach plan.

Deliverable: Outreach written plan (provided in an electronic format) and execution.

Objective 1.2: Integrated Marketing and Advertising Production and Implementation

1. Evaluate the CLCA website and social media efforts in order to increase the number of consumers signing up for the program. On-going evaluations and social media advertisement improvements may be necessary based on social media analytics.
2. Develop an integrated advertising package and social media campaign designed to increase CLCA policy sales which include, but is not limited to, the following:
 - Strategic organic and paid social media calendar (including partnering with influencers)
 - Outdoor and indoor advertisements
 - Radio advertisements
 - Press conferences
 - Educational materials for use in community outreach
 - Brochures, posters, flyers, signage, displays and press kits in English, Spanish and other languages as needed
 - Use of a theme/logo/website/phone number/and QR code providing a consistent look to all program/media materials
 - Assess current materials for possible updating
 - Perform graphic design and layout
 - Provide language translations^{1/} for existing/current educational materials
 - Bulk distribution of materials, postage, shipping and handling will be the responsibility of the Proposer
 - Printing or purchasing educational materials will be the responsibility of CDI
 - Materials must be designed for low-literacy audiences and include plain language, visual storytelling, and formats accessible to individuals with disabilities (e.g., large print, audio, ASL interpretation).
 - Proposer will work with CDI Program Manager and meet weekly to review program actions where materials, creative and plans will be submitted for CDI review/approval before execution; timelines and stages will be specified by project.

3. Proposer to illustrate a strategy for achieving project goals and include recommended sequencing, frequency and ad placements for outdoor, digital and social media platforms. This strategy must include recommendations for complementary earned media outreach.
4. Proposer to identify methods by which populations will be targeted. Target populations include, but are not limited to, the following:
 - Income eligible Californians actively shopping for auto insurance or near the date of automobile registration renewal
 - Underserved communities including African American, Latino, and Indigenous populations; but are not limited to: individuals with limited English proficiency; residents of unpermitted or overcrowded housing; unhoused individuals; undocumented immigrants; people with disabilities; low-literacy adults; and workers in informal or unregulated labor sectors.
 - Seniors
 - Uninsured drivers
 - Communities poorly served by public transit
 - AB 60 License Holders
 - Certified CLCA Producers
5. Submit integrated advertising and social media campaign to CDI for review and approval.
6. Once approved, execute integrated marketing and advertising production plan.

^{1/}ATA (or equivalent) certification required for translation/interpreter personnel.

Deliverable: Integrated advertising and marketing package (provided in an electronic format) and production execution.

Objective 1.3: Research and Analysis

1. Proposer must develop a report identifying analytics and anecdotal evidence that illustrates the effectiveness of the ad placements' engagement and relatability with targeted audiences. The data must be used for targeting and re-targeting purposes. The report shall collect and analyze the information through the duration of the contract period.
2. Upon year two of the contract, and each year after, the Proposer must develop and conduct qualified audience research or focus groups to help CDI learn more about consumers' attitudes and behaviors toward the CLCA program in order to boost and motivate enrollment. Research should include, but not be limited to, qualitative and quantitative research design with potential consumers eligible for the CLCA program and how they view insurance in general and CLCA specifically. Proposer will develop a report based on the results from the audience research or focus groups.

Deliverable: Analytics and Audience Research Report(s) (provided in an electronic format).

Objective 1.4: Virtual Evaluation Meetings

1. Proposer will meet with the CDI on a virtual platform, or in-person if determined to be needed, on a regular basis, to be defined at a later date. The Proposer will present the effectiveness of the approved outreach plan and advertising and marketing package. The Proposer will develop and present:
 - Recommendations for public relations outreach strategies that complement its marketing strategies.
 - Lessons learned from research and analysis of its marketing and community outreach efforts.

Deliverable: Evaluation Meetings (provided on a virtual platform and/or in-person).

Objective 1.5: Various Re-Occurring Reports

1. Monthly Reports

Provide monthly written report and documentation outlining planning, development, and measurable results, including enhancements as requested by CDI regarding program implementation and results, and anecdotal evidence and story captures. The monthly report shall include personnel and subcontractors, if any, responsible for these activities. In addition, CDI reserves the option to request to meet and discuss the monthly report. (Meetings to be provided on a virtual platform).

2. CAARP Quarterly Report

Provide a quarterly report for the CAARP advisory board meetings including a summary of activities and measurable results (Examples will be provided to the Contractor).

3. Annual Comprehensive Report

Provide annual comprehensive written report. The annual comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks. This report will need to detail outreach/advertising results for the prior year, and the outreach/plan.

4. Annual Report to the State Legislature

If the 12-month (1-year) contract extension is granted, Proposer will be responsible for providing a draft [Legislative Annual Report](#) (including graphs, charts and photos) which details outreach/advertising results for the prior year, and the outreach/plan for the coming year. Review and revisions to the Annual Report may be required. Final Annual Report to be completed by February 15, 2029 (sample of past reports will be provided). Note: An Americans with Disability Act version is required as well.

Deliverable: Written Reports for CDI (provided in an electronic format).

Task 2.0 - Patient and Provider Protection Act (PPPA)

Objective 2.1: Integrated Marketing and Advertising Production

1. Research, evaluate and create messaging to develop a social media plan to increase the quantity of calls and website hits related to CDI's ability to assist health insurance consumers and their health care providers.
2. Submit social media plan for both organic and paid to CDI for review and approval.
3. Once approved, execute the social media plan. Proposer shall implement and placement of advertisements and/or public service announcements on social media platforms and/or digital mediums such as, but not limited to, Facebook.

Deliverable: Create and execute social media plan (provided in an electronic format).

Objective 2.2: Annual Comprehensive Report

1. Provide annual comprehensive written report. The annual comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks.

Deliverable: Annual Report for CDI (provided in an electronic format).

Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)

Objective 3.1: Integrated Marketing and Advertising Production

1. Research, evaluate and create messaging to develop a social media plan to increase the quantity of calls and website hits related to CDI's ability to assist health insurance consumers and health care providers.
2. Submit social media plan to CDI for review and approval.

- Once approved, execute the organic and paid social media plan. Proposer shall implement and placement of advertisements and/or public service announcements on social media platforms and/or digital mediums such as, but not limited to, Facebook.

Deliverable: Create and execute social media plan (provided in an electronic format).

Objective 3.2: Annual Comprehensive Report

- Provide annual comprehensive written report. The annual comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks.

Deliverable: Annual Report for CDI (provided in an electronic format).

B) Minimum Qualifications for Proposers

- 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 for outreach work.
- Personnel performing public outreach/awareness activities shall possess the following qualifications: three (3) years' experience, at minimum, in providing public relations and outreach 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 (ATA) or another recognized certification entity and have three (3) years' experience with translation and/or interpreter services, at a minimum.
- Proposer shall provide a Project Manager to coordinate the operations under the agreement with the CDI's Project Representative. The Proposer's 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 activities.

C) Proposal Requirements and Information

1) Key Action Dates

Event	Date ^{1/}	Time
RFP Available to Prospective Proposers	06/24/2026	--
Written Question Submittal Deadline (via email to bmb_procurement@insurance.ca.gov)	07/01/2026	4.59.59 PM PST
Response to Written Questions/Answers	07/08/2026	--
Final Date for Proposal Submission ^{2/} (via email to bmb_procurement@insurance.ca.gov)	07/22/2026	3.59.59 PM PST
Interviews	08/10-14/2026	--
Notice of Intent to Award	08/24/2026	--
Proposed Award Date	09/15/2026	--

^{1/} These dates are estimated; therefore, this RFP will not be subject to a formal addendum should they change.

^{2/} BMB_Procurement@insurance.ca.gov will confirm receipt of each proposal once received. To ensure timely confirmation, ensure that proposals are submitted as stated in C) Proposal Requirements and Information 1) Key Action Dates. (No exceptions will be granted.)

2) Content of Proposal

Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. This also includes the ability to Failure to provide all requested information or deviation from the required format may be cause for rejection of a proposal.

Certify using Attachment 1-Required Attachment Checklist that all "yes" required attachments have been completed as required and signed as appropriate and are included in the proposal. Note: All attachments labeled as "yes" MUST be included in the proposal upon submission. If not applicable, then notate "NA" on the document. It is the responsibility of the Proposer to review each attachment and instructions and complete and submit with the proposal as required. DO NOT substitute any forms as this may be cause for rejection of a proposal.

Certify using Attachment 2-Proposal/Proposer Certification Sheet of the proposal that the mandatory requirements are met as stated in Minimum Qualifications for Proposers.

a) Management

The proposal shall designate, by name, the Project Manager to be employed. The Proposer awarded the contract 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. In addition, complete Attachment 5 - Proper's Identification of Staff.

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

The proposal shall include a proposed Work Plan for the completion of each Task and Objective identified in A) 3. Description of Services/Project Tasks. A targeted deliverable date and cost for each Task and Objective must be included. The Work Plan must represent the entire term of the contract including the potential for the 12-month (1-year) extension. Utilize Attachment 4 – Work Plan to complete the proposed Work Plan and submit with the response.

The proposed Work Plan will be incorporated into the standard agreement. If the Work Plan is updated during the term of the agreement, a formal amendment may be required. The Work Plan will be utilized to measure progress and how payments will be made.

d) Project Personnel

Identify the key personnel who will be involved in providing Outreach 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 Outreach and Advertising service 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 (5) years' experience required in Minimum Qualifications for Proposers.
- ii. Provide a brief description of the firm's experience providing Marketing 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.

3) References

- a) Submission of Attachment 6 - Proposer References is mandatory. Failure to complete and return this attachment with the proposal may cause the proposal to be rejected and deemed non-responsive. Provide a minimum of two (2), and maximum of three (3) references, for services performed within the last five (5) years, which are similar to the scope of work to be performed in this RFP, preferably at least one (1) of which should be a government entity.
- b) The Proposer references should include references in which recommended assigned personnel previously performed related services as cited in this RFP.
- c) At least two (2) and possibly all three (3) references will be contacted.

4) Cost Proposal/Cost Detail Format Requirements

For the purposes of this RFP, the CDI anticipates a maximum budget of up to **\$1,226,250.00 per year** for a 3-year term agreement not to exceed **\$3,678,750.00**. There is an optional 12-month (1-year) extension with an anticipated maximum budget of up to an additional **\$1,226,250.00**. CDI reserves the right to incorporate spending limitations on the agreement in order to meet the budget needs of the Department. NOTE: Figures above are the total(s) and includes: cost of media buys/purchases, ad placements, as well as the agency fees. An agency fee is payment for services from an intermediary, covering work completed, resources, and expertise, which will be a percentage of value. Agency fee (markup) on Net Media Buy up to 10 percent is permitted; additional actual costs are reimbursed with no mark-up.

- a) Using Attachment 3 - Cost Proposal Worksheet, provides the following information for the cost proposal:
 - i. Identify the hourly fee for the personnel included in the response to part C) 2) d) Project Personnel of this RFP and documented in Attachment 3 - Cost Proposal Worksheet. Note: Do not add Direct Labor positions to this worksheet, rather best fit the proposed positions' hourly rates to those provided. Use the narrative discussion of personnel requested in part C) 2) d) to clarify any position titles.
 - ii. CDI reserves the right to shift project tasks and priorities according to program mandates.
 - iii. The rates and the grand total identified in the Attachment 3 - Cost Proposal Worksheet are intended to represent the total cost of one year (year 1). Complete a separate Cost Proposal Worksheet for each of the additional years (year 2, year 3, and year 4). If using Subcontractors (including Small Business/DVBE, if applicable), complete a separate Cost Proposal Worksheet for each Subcontractor (including Small Business/DVBE, if applicable) and for each year. (year 1, year 2, year 3, and year 4)

- iv. These rates and the grand total of all Cost Proposal Worksheets are to be used for evaluation purposes only. Upon award, only the Direct Labor hourly rates will be used for billing purposes. The identified rates will be included in Exhibit B, Attachment 1, Task Order of the Standard Agreement/Contract. Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fees will be based on actual expenditures.

5) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for the rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted to CDI by the dates and times shown, in Section C) Proposal Requirements and Information, Item 1) Key Action Dates. **Proposals received after this date and time will not be considered.**
- d) Questions related to the RFP must be submitted to CDI by the date and time shown Section C) Proposal Requirements and Information, Item 1) Key Action Dates. Questions received prior to the date and time will be held and responses released, via CalProcure, by CDI in a consolidated response. **Questions received after this date and time will not be considered.** After this date and time, Proposers will need to refer to details posted in the CalProcure Event related to this RFP for any questions.
- e) Submit the proposal in a searchable .pdf file with required attachments, excluding Attachment 3 – Cost Proposal Worksheet, referenced in this document, via email, to BMB_Procurement@insurance.ca.gov per Section C) Proposal Requirements and Information, Item 1) Key Action Dates^{1/}. Attachment 3 – Cost Proposal Worksheet, should be submitted in Microsoft Excel using the template provided by CDI. Note: Proposals not submitted in the required format, may be cause for rejection of a proposal.

Please be advised that there may be heavy network demand and the State assumes no responsibility if a Proposer cannot transmit the RFP response via email, or if the entire RFP response is not received prior to the RFP due date and time. If the proposal is submitted in multiple emails all emails associated with the proposal MUST be received by CDI prior to the submitted to CDI date and time shown, in Section C) Proposal Requirements and Information, Item 1) Key Action Dates. **Proposals received after this date and time will not be considered.**

NOTE: It may be necessary to transmit files in several emails. If this is the case, all files should be identified as appropriate (i.e., part 1 of 5) and all parts must be received by the due date and time above. Paper submissions will not be accepted. The electronic documentation sent via this email transmission shall not be altered in any manner. Once submitted, proposers should send an email requesting confirmation of CDI's receipt of proposal, including the number of attachments. The State's copy of the electronic documentation developed for this RFP, is for the purposes of issuing a binding contract, and shall be considered the ORIGINAL. (Max file size per email 36 Mbs)

^{1/}BMB_Procurement@insurance.ca.gov will confirm receipt of each proposal once received. To ensure timely confirmation, ensure that proposals are submitted as stated in C) Proposal Requirements and Information 1) Key Action Dates. (No exceptions will be granted.)

- f) All documents contained in the proposal package must have verified e-signatures per [California Government Code section 16.5](#) and the [Uniform Electronic Transactions Act \(UETA\)](#) and must be signed by a person who is authorized to bind the proposing firm.
- g) If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- g) All proposals shall include the documents identified in section E, Required Attachment Checklist - Attachment 1. Proposals not including the proper "required attachments - yes" may be deemed non-responsive and may be cause for rejection. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- i) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
 - (1) The State reserves the right, in its sole and absolute discretion, to
 - i. reject any and all submissions, or any part thereof
 - ii. accept any submission, or any part thereof,
 - iii. re-issue or change this RFP, and
 - iv. procure the services required herein by other means deemed to be in the State's best interest.
 - (2) The State reserves the right to accept or reject a proposal, or modify or withdraw/cancel, in part or in its entirety, this RFP. Changes will be announced by addendum and will be posted to the Cal eProcure website at: <https://caleprocure.ca.gov/pages/index.aspx>.
- j) Costs incurred for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- k) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2 - Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- l) A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Section C) Proposal Requirements and Information, Item 1) Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- m) A Proposer may withdraw its proposal by submitting a written withdrawal, via email to BMB_Procurement@insurance.ca.gov request to the State, signed by the Proposer or an authorized agent in accordance with l) above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n) CDI may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties that received a proposal package.
- o) CDI reserves the right to reject all proposals. The CDI is not required to award an agreement.

- p) Before submitting a response to this solicitation, it is the Proposers responsibility to review, correct all errors and confirm compliance with the RFP requirements. Note: CDI will not provide any feedback on the responsiveness of a proposal submitted.
- q) Where applicable, Proposer should carefully examine work sites and specifications. No additions or increases to the agreement/agreed amount will be made due to a lack of careful examination of work sites and specifications.
- r) More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- s) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions ([GTCs](#)) are not negotiable.
- t) No oral understanding or agreement shall be binding on either party.
- u) **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.
- v) **Generative Artificial Intelligence (GenAI) Disclosure:**
The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

- w) All Proposals are limited to a maximum of 100 pages and include Sections a. b. c. d. noted below only (8.5" x 11"). The proposal MUST be in the following order and each section/cover page labeled using the following cover page reference: (Note: section/cover pages a. b. c. d. e. are not included in the maximum 100 page count).

- a. Minimum Qualifications of Proposers
- b. Content Proposal
- c. Project Personnel
- d. Work Samples

Note: Proposer Work Samples (Refer to Attachment 7 – Proposer Work Samples) shall not be more than 20 pages for each Work Sample, providing relevant examples of advertising/outreach, targeting low-income populations, Spanish-speaking populations, and other work performed for other government agencies or related to insurance.

- e. Required Attachments (Note: Does not count towards the maximum 100-page proposal limit.)

6) Evaluation Process

- a) At the time of proposal opening, the Initial Evaluation Review Committee will review each proposal. Each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP B), Minimum Requirements/Qualifications for Proposers (i.e., timely submission, meeting page count requirement, required proposal format, required number of Work Samples, meeting Work Samples page requirement and required Attachments “yes.”). Those proposals not meeting the minimum qualifications will not proceed to the Evaluation Committee and the scoring phase.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Proposer, may be rejected.
- c) Responsive proposals meeting all requirements of the initial review from the Initial Evaluation Review Committee will be forwarded to the Evaluation Committee for the scoring phase.
- d) The Evaluation Committee will score all responsive proposals received from the Initial Evaluation Review Committee according to the criteria indicated below:

Points	Interpretation	General Basis for Point Assignment
1.0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CDI’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
2.0	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CDI’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
3.0	Fully Adequate	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets CDI’s needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
4.0	Very Good	Proposal response (i.e., content and/or explanation offered) exceeds CDI’s needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer may offer one or more enhancing features, methods, or approaches that enable stronger performance.
5.0	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is exceptional and greatly exceeds CDI’s needs/requirements or expectations. No material weaknesses. Proposer significant enhancing features, methods, or approaches that will substantially improve performance to exceed CDI’s basic expectations.

- e) An award, if made, for this RFP (Secondary Method) (State Contracting Manual (SCM) [Volume 1, Chapter 5](#)) will be to the highest scored responsible proposal.

Proposal Rating Factors

The Evaluation Committee will use the following criteria to score the Stage 1-2 + Cost portion of each proposal.

Stage 1

A	B	C	D	E
1.1 Clarity and Organization of Proposal Response	Weight Factor	Points Possible ^{2/}	Score	Weighted Score (B x D)
The Proposer expresses, in its own words, its understanding of CLCA, PPPA, and LACPP needs and the importance of this project.	1.0	5.0		
The Proposer demonstrates the tangible results that it expects to achieve.	1.0	5.0		
The Proposer expresses the capacity to perform this work in an efficient and timely manner.	1.0	5.0		
Maximum Possible Points (15.0 Points)		15.0		
Actual Points Earned for Stage 1.1				

^{1/} All calculations will be rounded to the nearest second (2nd) decimal place.

^{2/} Points Possible incorporate a weight factor (see above).

Stage 2

A	B	C	D	E
2.1 Proposer's Approach	Weight Factor	Points Possible ^{2/}	Score	Weighted Score (B x D)
The Proposer's overall methods, approaches and step-by-step actions are comprehensive.	2.0	5.0		
The Proposer describes in detail the specific actions (i.e., tasks/activities and functions) that the Proposer will perform to fulfill all SOW requirements. Proposer explains what is unique, creative or innovative about the proposed work plan.	2.0	5.0		
The proposed performance timelines are realistic and achievable and not overstated. Proposer identifies primary responsibilities for key staff and personnel including subcontractors and consultants performing each major task.	2.0	5.0		
The Proposer adequately demonstrates how it will measure and/or prove the completion of major tasks, functions, or activities (i.e., identification of key events/outcomes or deliverables).	2.0	5.0		
The Proposer produced a variety of collateral materials for a social marketing campaign <u>and</u> evaluated their effectiveness at conveying campaign messages.	2.0	5.0		

Maximum Possible (50.0 Points)		50.0		
Actual Points Earned for Stage 2.1				

A	B	C	D	E
2.2 Proposer's Experience	Weight Factor	Points Possible^{2/}	Score	Weighted Score (B x D)
The Proposer demonstrates capacity and experience to deliver robust account service including account management, market research, strategic planning, media planning, media buying, digital and social media, public relations, community engagement, creative development, production expertise, securing and tracking talent, and production and media quality assurance.	2.0	5.0		
The Proposer demonstrates strong experience with targeting low-income, multi-ethnic populations or demonstrates an appropriate plan for ensuring that ethnic market expertise will be incorporated into the campaign.	2.0	5.0		
The Proposer demonstrates experience, capacity, and processes for evaluating the efficiency of strategies and individual creative executions.	2.0	5.0		
The Proposer possesses sufficient experience establishing, implementing, and evaluating large-scale, moderate budget, and complex social marketing projects aimed at modifying lifestyle practices of the general public or of the targeted subgroups.	2.0	5.0		
The Proposer has provided relevant work samples of advertising/outreach, targeting low-income populations, Spanish-speaking populations, and other work performed for other government agencies or related to insurance.	3.0	5.0		
Maximum Possible Points (55.0 Points)		55.0		
Actual Points Earned for Stage 2.2				

A	B	C	D	E
2.3 Personnel	Weight Factor	Points Possible^{2/}	Score	Weighted Score (B X D)
Upon reviewing the Proposer's organizational chart in the Appendix Section, the Proposer's organizational structure is sound with distinct lines of authority and reporting relationships between management and all staff including subcontractors and independent consultants.	1.0	5.0		

A	B	C	D	E
2.3 Personnel	Weight Factor	Points Possible ^{2/}	Score	Weighted Score (B X D)
Upon reviewing the Proposer's staffing plan, the proposer allocated a sufficient number of staff in the appropriate position levels or classifications to perform the full range of services.	1.0	5.0		
The proposed salary rates and duties for the proposed personnel are appropriate in relation to the assigned duties and level of responsibility.	1.0	5.0		
The Proposer reasonably divided the work between its in-house resources and proposed subcontractors. Note: If no subcontracting is proposed, up to three (5) points will be assigned based on the effectiveness of the Proposer's allocation of tasks to its in-house personnel.	1.0	5.0		
Maximum Possible Points (20.0 Points)		20.0		
Actual Points Earned for Stage 2.3				

^{1/} All calculations will be rounded to the nearest second (2nd) decimal place.

^{2/} Points Possible incorporate a weight factor (see above).

Stage 1 & 2 Sub-Totals

Stage ^{1/}	Points Possible	Weighted Score
1.1 Clarity and Organization of Proposal Response (Stage 1)	15	
2.1 Proposer's Approach (Stage 2)	50	
2.2 Proposer's Experience (Stage 2)	55	
2.3 Personnel (Stage 2)	20	
Stage 1 & 2 Subtotal	140	
Cost^{2/}	95	
Maximum Points for Stage 1 & 2 (+ Cost)	235	

^{1/} The total possible points in Stages 1 & 2 +Costs are 235, proposals must attain a minimum score of 165 (70.2%) to advance to Stage 3 (Oral Interview). Proposers scoring less than 165 points will not advance to Stage 3 (Oral Interviews).

^{2/} Cost points are calculated in accordance with C), 6) Evaluation Process, f) Proposal Evaluation, 2).

The Evaluation Committee will use the following criteria to score the oral interviews (Stage 3) portion of each proposal that meets the criteria above to move to Stage 3.

Stage 3

A	B	C	D	E
3.1 Oral Interviews	Weight Factor	Points Possible ^{2/}	Score	Weighted Score (B x D)
Proposer demonstrates an understanding of CLCA, PPPA, and LACPP Social Marketing Campaign's needs and overall importance of the project.	2.0	5.0		

A	B	C	D	E
3.1 Oral Interviews	Weight Factor	Points Possible ^{2/}	Score	Weighted Score (B x D)
Proposer demonstrates their capacity to effectively coordinate, manage, and monitor the efforts of assigned staff, including subcontractors to ensure that work is effectively completed and timely with seamless coordination.	2.0	5.0		
The Proposer's staff demonstrates an understanding of social marketing and how it differs from commercial marketing.	2.0	5.0		
The Proposer presented a case history showcasing a successful campaign that the current California-based team designed and implemented. (Note: California-Based team is not restricted to the names identified on Attachment 5 – Proposer Identification of Staff.)	2.0	5.0		
The Proposer showcased a broad spectrum of strategies and approaches to motivate behavior change through messages including emotional appeal, memorable simple messages, or a clear call to action.	2.0	5.0		
The Proposer demonstrates a meaningful approach to local community engagement including engagement of local partners and local resources in the overall behavior change strategy.	2.0	5.0		
The Proposer showcased the ability to provide value with moderate or limited production and media budgets, as well as the ability to adapt creative to crossover to additional mediums.	2.0	5.0		
The Proposer presented how it evaluated the campaign and analyzed its results for the potential impact of future efforts.	2.0	5.0		
Maximum Points Possible for Stage 3 (80.0 Points)		80.0		
Actual Points Earned for Stage 3.1				

^{1/} All calculations will be rounded to the nearest second (2nd) decimal place.

^{2/} Points Possible incorporate a weight factor (see above).

Points Grand Totals

Stages	Points Possible	Weighted Score
Stage 1 & Stage 2	140.0	

Cost	95.0	
Stage 3	80.0	
Minimum Total Points Possible (315.0 Points) (Stage 1, 2, 3, Cost)		
Total Non-Cost Points (220.0 Points) (Stage 1, 2, 3 only)		
DVBE Incentive Points^{1/}		
Preference Points^{2/}		
Maximum Total Points Possible (315.0 +DVBE Incentive Points+ Preference Points)^{3/}		

^{1/} The DVBE incentive is included in the sum of non-cost points. **The incentive cannot be used to achieve any applicable minimum point requirements.**

^{2/} Preference points equal five (5) percent of the highest responsible bidder's total score. Preference points are only granted to certified SB proposals.

^{3/} An award, if made, will be to the highest scored responsible proposal.

f) Proposal Evaluation

- 1) The Content Proposal evaluation will be based on the criteria shown on in 6) Evaluation Process above. The information from the Prime Proposer and all subcontractors will be evaluated as a whole.

If a proposal meets a minimum score of 165 points, the proposal will move on to Stage 3, 3.1 Oral Interviews. The Oral Interview will consist of a 30-minute presentation and a 30-minute question and answer segment. The 30-minute presentation is to include outreach plan, integrated advertising plan, and social media campaign, results they expect to achieve and how they will be measured. Interview will be conducted utilizing video conferencing in Microsoft Teams/similar platforms or in person. This will be determined at time of interview scheduling.

CDI will provide the interview questions in advance of the interview. The same questions will be provided to all Proposers that meet the minimum score requirements for an interview. Both the presentation and the Proposer's response to the interview questions will be evaluated based on the Criteria as set forth in 6) Evaluation Process.

- 2) The following formula will be used for the award of Cost points:

Lowest cost proposal is awarded the maximum Cost points (95 points). Other proposals are awarded Cost points based on the following calculation:

Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other proposer

Other Proposer's Cost

EXAMPLE: Lowest Cost proposal = \$75,000
Other proposal = \$100,000

30 Cost points available

$$\frac{(\text{Lowest Cost Proposal})}{(\text{Other Proposal})} = \frac{\$75,000}{\$100,000} = \frac{3}{4} \times 30 = 22.5 \text{ Cost points awarded to the Other Proposal}$$

- 3) The final proposal score will be the combined evaluation of the Proposal Content, Cost and Oral Interview points. An award, if made, will be to the highest scored responsible proposal
- 4) The Evaluation Committee will provide a consensus score(s) to the Initial Evaluation Review Committee and it will become the final score(s).

7) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of California Department of Insurance, 300 Capitol Mall, 13th Floor Lobby, Sacramento, CA 95814, for five (5) working days prior to awarding the agreement(s).
- b) If any proposer, prior to the award of agreement, files a protest with the CDI (see address above) and the Department of General Services, Office of Legal Services, Attention: Protest Coordinator, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, Email OLSProtests@dgs.ca.gov on the grounds that the (protesting) Proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax number if they have one. It is suggested that you submit any protest by certified or registered mail. Email and/or Mail submission of protest MUST be dated/postmarked by 5:00 PM (PST) on the date listed on the last day noted on the Intent to Award.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the CDI a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record ([STD 204](#)) and Payee Data Record Supplement ([STD 205](#), if applicable), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. No payment shall be made unless a completed Payee Data Record ([STD 204](#)) and Payee Data Record Supplement ([STD 205](#), if applicable) has been returned to the awarding agency.
- e) The CDI reserves the right to negotiate with any qualified proposer, or to modify or cancel in part or in its entirety the sample contract provisions if it is in the best interest of the CDI to do so.

8) Miscellaneous Award Issues

- a) CDI does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFP.
- b) If no proposals are received containing bids offering a price, which in the opinion of CDI is a reasonable price, CDI is not required to award an Agreement (Public Contract Code §, 10344 [d]).
- c) The Proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by CDI and the Proposer is notified by the CDI Project Representative to begin work.
- d) In the event of a precise tie between the low responsible bid of a certified small business and the low responsible bid of a certified Disabled Veteran Owned Business (DVBE) that is also a SB, the contract must be awarded to the DVBE SB. (Government Code (GC) § 14838 (f); 2 CCR 1896.8(f)).
- e) After the Intent to Award accessing public records should be directed to the following:

California Department of Insurance
Custodian of Records
300 Capitol Mall, Suite 1700

Sacramento, CA 95814
Phone (916) 492-3657
Email: CustodianOfRecords@insurance.ca.gov

For more information see [Guidelines for Accessing Public Records](#).

9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (GC § 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the awarding agency.

10) Agreement Execution and Performance

- a) Performance shall start no later than **September 15, 2026**, or on the express date set by the CDI and the Proposer, after all approvals have been obtained and the agreement is fully executed. Should the Proposer fail to commence work at the agreed upon time, the CDI, upon five (5) days written notice to the Proposer, reserves the right to terminate the agreement. In addition, the Proposer shall be liable to the State for the difference between the awarded Proposer's proposal price and the actual cost of performing work by another Proposer.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

1) Small Business Preference

California Government Code section 14835 allows a five (5) percent preference for bidders who are certified as a small business (SB) or micro-business (MB) with the State of California. Preference programs for businesses located in certain geographical area are also available.

- a) A five (5) percent preference is also available to a non-small business claiming twenty-five (25) percent California-certified SB or MB prime/subcontractor participation.
- b) A small business nonprofit veteran service agency (SB/NVSA) prime bidder meeting the requirements specified in the Military and Veterans Code section 999.50 et seq. and obtaining a California certification as SB or MB are also eligible for the five (5) percent SB preference.
- c) Certified SB will have its points increased by five (5) percent of the total points awarded to the highest scored non-SB bidder.
- d) The method used in determining the successful bidder for an RFP Secondary follows:
 - i. Calculate five (5) percent of the highest responsible bidder's total score.
 - ii. Add the amount calculated above to the score of each of the certified SB or MB. This new amount is the total score.
 - iii. Award of the contract must go to the bidder with the highest point count.
- e) An example of applying the SB preference to an RFP Secondary follows:

Bidders (*Indicates certified SB)	A^{1/}	B	C^{1/}	D
Criterion 1 (15 Max. points)	11	14	13	12
Criterion 2 (25 Max. points)	21	21	14	19
Criterion 3 (30 Max. points)	18	15	15	18
Cost (30 Max. points)	29.1	30.0	28.3	29.7
(Cost points awarded are based on these bid amounts)	(\$103)	(\$100)	(\$106)	(\$101)
Total "earned" points for each bidder	79.1	80.0	70.3	78.7

^{1/}SB Vendor

Bidder B's was the highest scored proposal, a non-certified SB or MB. Therefore, points must be re-apportioned after application of the five (5) percent calculation of B's point score. B's bid received 80.0 points. five (5) percent of 80.0 is 4.0. All bids from certified SB or MB will receive 4.0 additional points. All bids from eligible non-SBs will receive 4.0 additional points.

Bidders (*Indicates certified SB)	A^{1/}	B	C^{1/}	D
Point awards prior to preference points	79.1	80.0	70.3	78.7
Preference points	4.0	0.0	4.0	0.0
Total final points for each bidder	83.1	80.0	74.3	78.7

^{1/}SB Vendor

The highest scored proposal is now the proposal received from A, a certified SB. The contract award amount will be A's original bid amount.

f) Commercially Useful Function:

Commercially useful function is defined as: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of service and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is 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; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of small business participation. (GC § 14837(d)(4); Tit. 2 CCR § 1896.15.)

- g) Bidders must document SB participation commitment by completing and submitting a Bidder Declaration ([GSPD-05-105](#)), (Attachment 9). Bids that fail to submit the required form to confirm the level of SB participation will not be eligible to receive the SB Preference.

h) Procedures for Tie Bids Between a SB and DVBE SB

In the event of a precise tie between the low responsible bid of a certified SB and the low responsible bid of a certified DVBE that is also a small business, the contract must be awarded to the disabled veteran owned small business. (GC § 14838 (f); 2 CCR 1896.8(f)).

2) Disabled Veteran Business Enterprise (DVBE) Preference:

The minimum DVBE participation percentage is three (3) percent for this solicitation. The three (3) percent will be calculated on the Cost Proposal Worksheet, Grand Total of all 4 years (combined). The Proposer must complete the identified form to comply with this solicitation's DVBE program requirements. Bids or proposals that fail to submit the required forms and fully document and meet the DVBE program requirement shall be considered non-responsive. See Attachment 8 - Disabled Veteran Business Enterprise Participation Forms And Instructions/DVBE Declarations and Attachment 9 - Bidder Declaration.

a) Disabled Veteran Business Enterprise (DVBE) Incentive

A DVBE, certified with the State of California, incentive will be given to bidders who provide DVBE participation to perform a "commercially useful function". A Proposer is eligible to receive this DVBE incentive if they are a certified DVBE (Prime with/without non DVBE Subcontractors) or if a non DVBE Proposer (Prime) commits to use a certified DVBE(s) as subcontractor(s).

For evaluation purposes only, the State shall apply a DVBE Bid incentive to proposals that propose DVBE participation as identified on the Bidder Declaration ([GSPD-05-105](#)) (Attachment 9) & Disabled Veterans Business Enterprise Participation Forms and Instructions/DVBE Declarations (Attachment 8) and confirmed by the State. The following percentage will apply based on participation percentage:

Confirmed DVBE Participation	Incentive %
5.00% and up	5% x 315 = 15.75 Points
4.00% - 4.99%	4% x 315 = 12.60 Points
3.00% - 3.99%	3% x 315 = 9.45 Points

The incentive is included in the sum of non-cost points. The incentive cannot be used to achieve any applicable minimum point requirements.

Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration ([GSPD-05-105](#)) (Attachment 9) & Disabled Veterans Business Enterprise Participation Forms and Instructions/DVBE Declarations (Attachment 8). Bids that fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.

At the CDI's option a DVBE Proposer working in combination with other DVBE(s) will submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on (Attachment 9), Bidder Declaration ([GSPD-05-105](#)). When requested, the written confirmation must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for proposal rejection.

b) Non-DVBE Proposer Incentive Considerations:

- i) Commit to using certified DVBE(s) for more than three (3) percent of the proposal value for the entire term of the agreement.
- ii) Document DVBE participation on Attachment 9, Bidder Declaration ([GSPD-05-105](#)). At the CDI's option prior to contract award, a Proposer is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on (Attachment 9), Bidder Declaration ([GSPD-05-105](#)). CDI may contact each listed DVBE, by email or telephone, for verification of the Proposer's submitted DVBE information. When requested, the document(s) must be submitted to the email address specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for proposal rejection.

c) Commercially Useful Function:

California Code of Regulation, Title 2, §1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirement of §1896.61(f); is certified in accordance with §1896.71; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in the Military & Veterans Code (MVC) §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work contract (including the supplying of services and goods).
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is 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.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

3) Target Area Contract Preference Act (TACPA)

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference?search=TACPA>

Under the provisions of the TACPA, Government Code Section 4530 et seq.; the program was established to stimulate economic growth and employment opportunities in designated Areas throughout the state of California. To claim the TACPA preference, which may not exceed 9 percent (combination of the 5 percent Worksite/Workplace Preference with the maximum 4 percent Work Force Preference) up to \$50,000.00 for each Workplace and Workforce preference. The maximum combined preferences and incentives resulting from a workplace preference, workforce preference, and other preferences or incentives provided under any other provision of law shall be 15% but may not in any case exceed \$100,000.00 in total for any bid. A Bidder must comply with Government Code Sections 4534, 4534.1 and 4535.2 (a). This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

a) Pre-Award Demonstration Requirements

If bidders wish to be considered for the preference, they must demonstrate and certify that they will comply with the requirements of the Act. Bidders must complete and submit all included or referenced solicitation preference program forms to be considered for a preference. The information provided must demonstrate that the bidder has the ability to comply with the terms and provisions of the preference program. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, manufacturers, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.

b) Contract Award Compliance Requirements

Contracts awarded with applied preference will be monitored throughout the life of the contract for compliance with the statutory, regulatory, and contractual requirements. If awarded the contract, the contractor agrees to: (1) comply with the requirements of the Act and with attendant rules and regulations, (2) allow the state contracting agency (CDI) to have access to its facilities or premises to inspect, review, obtain and copy all records pertinent to the performance of the contract or to determine compliance with the Act, and (3) to retain such records for three (3) years following final payment on the contract.

Contractor agrees, with respect to certification, to hire persons with high risk of unemployment, or from high unemployment areas, and to act in good faith to retain the employees for the duration of the contract, and, if necessary, replace such person with other persons meeting the same qualifications. Contractors are to promptly notify the State of the names of persons that have been terminated or who have been absent for more than three (3) consecutive days to communicate the reasons for the termination or absence. Contractors agree, under such circumstances, to consult with the CDI and the Employment Development Department with respect to replacement of such persons. Bidders should review the detailed requirements for TACPA at 2 CCR Section 1896.40, Contract Provisions. To be eligible for TACPA the following form(s) must be submitted:

- Attachment 20 - TACPA Preference Request for Goods and Services Solicitations ([STD 830](#))

- Attachment 21 - TACPA Manufacturer's Summary of Contract Activities and Labor Hours ([DGS/PD 525](#))
- Attachment 22 - TACPA Bidder's Summary of Contract Activities and Labor Hours ([DGS/PD 526](#)) for TACPA.

Contractors who do not comply with the preference reporting requirements or fail to provide the information necessary to monitor compliance are subject to sanctions as set forth in the statutes.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone:

<http://tacpa.dgs.ca.gov/>

By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by GC section [4535](#) and provided in section [1896.40](#) of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form Attachment 20 - TACPA Preference Request for Goods and Services Solicitations ([STD 830](#))

E) REQUIRED ATTACHMENTS

- 1) Refer to the following pages for additional Required Attachments that are a part of this RFP.

ATTACHMENT 1^{1/}

REQUIRED ATTACHMENT CHECK LIST

For the Proposal package to be considered responsive/complete at time of submission, **all** required (**YES**) attachments **MUST** be included in the submitted Proposal. Complete the Required Attachment Checklist (Attachment 1) to confirm the required items are included in the Proposal (Notate, via check mark, in the Included with Bid/Proposal Package column the item referenced is included in the Proposal). This includes attachments that may **not** be applicable. If an Attachment is not applicable, notate on the top of the Attachment "N/A," and submit the Attachment with the Proposal package. A proposal may be rejected and deemed non-responsive if the required attachments are not included in the proposal submission ^{3/}.

INCLUDED WITH PROPOSAL PACKAGE	ATTACHMENT	REQUIRED	CONFIRMED SUBMITTED BY CDI
☐	1. Required Attachment Checklist	YES	☐
☐	2. Proposal/Proposer Certification Sheet	YES	☐
☐	3. Cost Proposal Worksheet [See Excel Spreadsheet]	YES	☐
☐	4. Work Plan	YES	☐
☐	5. Proposer Identification of Staff	YES	☐
☐	6. Proposer References	YES	☐
☐	7. Proposer Work Samples	YES	☐
☐	8. DVBE Participation Forms & Instructions/DVBE Declarations ^{2/} (DGS PD 843)	YES	☐
☐	9. Bidder Declaration ^{2/} (GSPD-05-105)	YES	☐
☐	10. Darfur Contracting Act Certification	YES	☐
☐	11. Confidentiality and Non-Disclosure Agreement	YES	☐
☐	12. Conflict of Interest Certification and Agreement	YES	☐
☐	13. Non-Collusion Statement	YES	☐
☐	14. California Civil Rights Law Attachment (DGS OLS 04)	YES	☐
☐	15. Iran Contract Act Verification (DGS PD 3)	YES	☐
☐	16. Commercially Useful Function Certification ^{2/} (CDI-FBMD-BMB 008)	YES	☐
☐	17. Contractor Certification Clauses (CCC 04/2017)	YES	☐
☐	18. Payee Data Record (STD 204)	NO	☐
☐	19. Payee Data Record Supplement (STD 205) (<i>If applicable</i>)	NO	☐
☐	20. TACPA Preference Request for Goods and Services Solicitations (STD 830)	NO	☐
☐	21. TACPA Manufacturer's Summary of Contract Activities and Labor Hours (DGS/PD 525)	NO	☐
☐	22. TACPA Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526)	NO	☐
N/A	23. Sample Standard Agreement	NO	N/A

^{1/} Attachments do not count towards the maximum 100-page proposal limit with the exception of Attachment – 7 Work Samples.

^{2/} Required for each MB, SB, DVBE (Prime/all subcontractors).

^{3/} The proposal must be submitted in a searchable .pdf file with required attachments, excluding Attachment 3 – Cost Proposal Worksheet, referenced in this document.

ATTACHMENT 2**PROPOSAL/PROPOSER CERTIFICATION SHEET^{1/}**

The completed Proposal/Proposer Certification Sheet **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

This Proposal/Proposer Certification Sheet **must** be completed, signed and returned along with all the "required attachments (Attachment 1 – Required Attachment Checklist)" as an entire package with electronic/original signatures. The proposal shall be transmitted electronically to BMB_Procurement@insurance.ca.gov as outlined in the Section C) Proposal Requirements and Information, Item 1) Key Action Dates. Note: If submitting the proposal, via multiple emails, all emails must be received prior to the date and time required for submission. **Proposals received after this date and time will not be considered.**

- A. I certify that all required attachments are completed, signed, as required, and included in the Proposal as required – Attachment 1 – Required Attachment Checklist.
- B. I have read and understand the DVBE three (3) percent participation requirements.
- C. I have attached a copy(s) of the firms (Prime) SB/DVBE Certification that is required in **# 14** below.
- D. The signature affixed hereon and dated certifies that this proposal is complete and in compliance with all the requirements of this RFP. The signature below authorizes the verification of this certification. An incomplete Proposal/Proposer Certification Sheet (Attachment 2) may be grounds for rejection/disqualification of the submitted proposal.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disable Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
<u>NOTE: A copy of the firms (Prime) SB/DVBE Certification is required to be included if either of the above items is checked "Yes."</u>		
Date application was submitted to OSDS, if an application is pending:		

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

ATTACHMENT 3

COST PROPOSAL WORKSHEET^{1/ 2/ 3/}

The completed Cost Proposal Worksheet **must** be included as a separate Microsoft Excel attachment with the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

^{1/} See separate Excel Workbook for Attachment 3.

^{2/} **Must** use Excel Workbook provided and **submit** with the proposal in Microsoft Excel format.

^{3/} An incomplete Cost Program Worksheet (Attachment 3) and/or submitted in a format other than the original Microsoft Excel format may be grounds for rejection/disqualification of the submitted proposal.

ATTACHMENT 4

WORK PLAN (YEAR 1)

The completed Work Plan (Year 1) **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

Task	Objectives	Deliverable	Targeted Completion Date	Total Cost
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Costs - Year 1				\$

ATTACHMENT 4

WORK PLAN (YEAR 2)

The completed Work Plan (Year 2) **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

Task	Objectives	Deliverable	Targeted Completion Date	Total Cost
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Costs - Year 2				\$

ATTACHMENT 4

Work Plan (Year 3)

The completed Work Plan (Year 3) **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

Task	Objectives	Deliverable	Targeted Completion Date	Total Cost
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Costs - Year 3				\$

ATTACHMENT 4

WORK PLAN (YEAR 4 – OPTION YEAR)

The completed Work Plan (Year 4 Option Year) **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

Task	Objectives	Deliverable	Targeted Completion Date	Total Cost
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Costs – Year 4 (Optional Year)				\$
Total Project Costs - Years 1 - 4				\$

ATTACHMENT 5

PROPOSER IDENTIFICATION OF STAFF

The completed Proposer Identification of Staff **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

List below the staff that the firm has identified to provide services subject to this RFP, along with their designations, number of years of experience, and function.

Name	Designations ^{1/}	Years of Experience	Function

^{1/} Treat “designation” as title/role and clarify in the narrative.

ATTACHMENT 6

PROPOSER REFERENCES

The completed Proposer References **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

Using the form below list a minimum of two (2) and maximum of three (3) references, for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract, preferably at least one (1) of which should be a government entity. The Proposer references should include references in which recommended assigned personnel previously performed related services as cited in this RFP.

Note: References will be contacted.

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

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

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

ATTACHMENT 7

PROPOSER WORK SAMPLES ^{1/ 2/}

The completed Proposer Work Samples **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist.

Samples must be **actual** work products produced by the firm in the course of providing services to its clients. The Proposer must provide a minimum of two (2) Work Samples but no more than (3) Work Samples. Note: If necessary, Work Samples could be redacted to maintain confidentiality but may not be altered from original work product in any other manner.

Work Samples shall not be more than 20 pages and should be labeled (e.g. Work Sample 1, 2, etc.) for each Work Sample included on the proposal package. Work Samples should include relevant examples of advertising/outreach, targeting low-income populations, Spanish-speaking populations, and other work performed for other government agencies or related to insurance.

Work Sample - Name	Work Sample Page Count

^{1/} For more information see, C) Proposal Requirements and Information, 5) Submission of Proposal, W).

^{2/} Does count towards the maximum 100-page proposal limit.

ATTACHMENT 8

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION FORMS AND INSTRUCTIONS/DVBE DECLARATIONS

The completed DVBE Declarations **must** be included in the Proposal submission, as noted in Attachment 1 – Required Attachment Checklist. If the Attachment is not applicable, notate on the top of the Attachment “N/A,” and submit with the Proposal.

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. The minimum DVBE participation percentage is three (3) percent for this solicitation. The three (3) percent will be calculated on the Cost Proposal Worksheet, Grand Total of all 4 years (combined).

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) DGS PD 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s).

The required forms to be submitted with a bid response is the Disabled Veteran Business Enterprise Declarations ([DGS PD 843](#)) and a Bidder Declaration ([GSPD-05-105](#))*.

NOTICE: The Contractor is required to mark “Final Invoice” on the last invoice submitted to CDI for payment.

For agreements that include one, or more, Disabled Veteran Business Enterprise (DVBE) subcontractors, CDI shall withhold \$10,000 from the final payment (or the full final payment if it is less than \$10,000) until the Contractor submits to CDI the Prime Contractor’s Certification – DVBE Subcontractor Report ([STD 817](#)) required by Attachment 8, Disabled Veterans Business Enterprise Participation Forms and Instructions.

If the Contractor fails to submit the STD 817, CDI shall provide the Contractor a written Notice to Cure. If the Contractor fails to provide the STD 817 within 30 days of the date of the Notice to Cure, CDI shall permanently deduct \$10,000 from the final payment or the full final payment if it is less than \$10,000.

Upon receipt of a complete and accurate STD 817, CDI will authorize payment of the withheld funds.

ATTACHMENT 9

BIDDER DECLARATION (GSPD-05-105) ^{1/ 2/}

The completed Bidder Declaration **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. The minimum DVBE participation percentage is three (3) percent for this solicitation. The three (3) percent will be calculated on the Cost Proposal Worksheet, Grand Total of all 4 years (combined).

^{1/} Attachment can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

^{2/} Required for each MB, SB, DVBE (Prime/all subcontractors).

ATTACHMENT 10**DARFUR CONTRACTING ACT CERTIFICATION (CDI-FBMD-BMB 009)**

The completed Darfur Contracting Act Certification **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

STATE OF CALIFORNIA - DEPARTMENT OF INSURANCE

DARFUR CONTRACTING ACT CERTIFICATION

CDI-FBMD-BMB 009 (New 05/2025)

Public Contract Code sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

Please see Public Contracts Code, section 10476 for a definition of scrutinized company.

OPTION #1 - NOT APPLICABLE

If your company has not, within the previous three years, had any business activities or other operations outside of the United States.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States.

Company / Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 – CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

Company / Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #3 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the DGS may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the DGS to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company / Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

ATTACHMENT 11

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The completed Confidentiality and Non-Disclosure Agreement **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

1. I will keep all project information, including information concerning the planning, processes, and development of procedures of this project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless (1) that person has also signed a Confidentiality and Non-Disclosure Agreement, or (2) such disclosure is authorized by the Project Representative.
2. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, contractual terms and conditions, concepts, discussions and written or electronic material, unless such information is lawfully obtainable by the general public.
3. I will appropriately store all confidential documents and working papers to protect their confidentiality and ensure they are shredded if no longer needed.
4. I will follow any instructions provided by the project relating to the confidentiality of project information.
5. I will notify the Project Representative or his/her assistant immediately in the event that I either learn or have reason to believe that any person who has access to project confidential information has made or intends to make an unauthorized disclosure of such information.
6. I understand that any unauthorized disclosure I make may be a basis for disciplinary action, civil or criminal penalties, or termination of project.
7. I understand that if I leave the project, I must still keep all project information confidential unless it is publicly available.
8. I understand all confidential information is and shall remain the property of the Department of Insurance.

Signature: _____ Date: _____
Printed Name _____
Agency/Company _____
Position/Title _____
Telephone _____
E-Mail Address _____

ATTACHMENT 12

CONFLICT OF INTEREST CERTIFICATION AND AGREEMENT

The completed Conflict of Interest Certification and Agreement **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

I certify that:

1. I have no actual or potential economic interest incompatible with my involvement in this project. Neither my spouse, registered domestic partner, nor dependent child(ren), if any, have an actual or potential economic interest which would be incompatible with my involvement in the project. An economic interest may include:
 - Direct or indirect investments in a business entity
 - Sources of income received in the 12 months preceding a government decision
 - Interests in real property
 - Paid or unpaid business positions (e.g., officer, director, employee)
 - Gifts or gratuities received in the 12 months preceding a government decision
2. I have not entered into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in the project.

I agree that:

3. I will notify the Project Representative if there is any change in any of these certifications.
4. I will not enter into any arrangement, agreement or understanding with any business entity, individual, or representative thereof, that might benefit from my involvement in the project.
5. I will not accept any gift, benefit, gratuity or consideration, or establish an economic interest with any business entity, individual or representative thereof, that might benefit from my involvement in the project.

Signature: _____ Date: _____
Printed Name _____
Agency/Company _____
Position/Title _____
Telephone _____
E-Mail Address _____

ATTACHMENT 13

NON-COLLUSION STATEMENT

The completed Non-Collusion Statement **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

(Please print or type)

I, _____,

representing, _____,

do hereby certify that neither myself nor any other person representing the above named firm has made any attempt verbally or otherwise to induce any person or firm to not submit, a proposal for the purpose of restricting competition which may result in a contract award by the California Department of Insurance.

Authorized Signature *Date*

Printed Name and Title

ATTACHMENT 14

CALIFORNIA CIVIL RIGHTS LAW ATTACHMENT (DGS OLS 04)^{1/}

The completed California Civil Rights Attachment **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

^{1/} Attachment can be found here: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>.

ATTACHMENT 15

IRAN CONTRACT ACT VERIFICATION (DGS PD 3)^{1/}

The completed Iran Contract Act Verification **must** be included in the Proposal submission, as noted in Attachment - Required Attachment Checklist.

^{1/} Attachment can be found here: https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf.

ATTACHMENT 16**COMMERCIALLY USEFUL FUNCTION CERTIFICATION (CDI-FBMD-BMB 008)^{1/ 2/}**

The completed Commercially Useful Function Certification **must** be included in the Proposal submission, as noted in Attachment 1 - Required Attachment Checklist.

^{1/} If the Attachment is not applicable, notate on the top of the Attachment "N/A," and submit with the Proposal.

^{2/} Required for each MB, SB, DVBE (Prime/all subcontractors).

STATE OF CALIFORNIA - DEPARTMENT OF INSURANCE

COMMERCIALLY USEFUL FUNCTION CERTIFICATION

CDI-FBMD-BMB 008 (New 05/2025)

Every certified Disabled Veteran Business Enterprise (DVBE), Small Business (SB) and Micro Business (MB) must complete this form if they will perform an element of the work.

1 CONTRACTOR NAME (Completing Form)			
BUSINESS NAME "or" DOING BUSINESS AS (DBA) NAME:		OSDS REF # (Currently certified firms only):	Expiration Date
2 COMMERCIALLY USEFUL FUNCTION (CUF)			
All certified SB, MB, and/or DVBE prime contractors, subcontractors or suppliers must meet the CUF requirements under Government Code, section 14837 (d)(4) (for SB) and Military and Veterans Code, section 999(b)(5)(B) (for DVBE).			
Please answer the following questions, as they apply to your company for the goods and services being acquired in this solicitation:			
Mark All That Apply: DVBE ☐ SB ☐ MB ☐			
1	If awarded a contract, will your business be responsible for the execution of a distinct element of the resulting work?	Yes ☐	No ☐
2	If awarded a contract, will your business carry out the obligation of the contract by actually performing, managing, or supervising the work involved?	Yes ☐	No ☐
3	If awarded a contract, will you perform work that is normal for your business, service and functions?	Yes ☐	No ☐
4	If awarded a contract, will your business subcontract a portion of the work greater than would be expected by normal industry practices?	Yes ☐	No ☐
5	If awarded a contract, will your business role be limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB and/or DVBE participation?	Yes ☐	No ☐
A response of "No" in questions 1-3 or a response of "Yes" in question 4 may result in your quote being deemed non-responsive and disqualified.			
3 WRITTEN STATEMENT			
Provide a written statement below detailing the role, services and goods your company will provide to meet the commercially useful function requirement. At the State's option prior to award, you may be required to submit additional clarifying information.			
4 AUTHORIZING SIGNATURE (REQUIRED)			
The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.			
AUTHORIZED REPRESENTATIVE SIGNATURE:		TITLE:	
PRINTED NAME:		DATE:	

ATTACHMENT 17

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)^{1/}

The completed Contractor Certification Clauses **must** be included in the Proposal Submission, as noted in Attachment 1 - Required Attachment Checklist.

^{1/} Attachment can be found here: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf>.

ATTACHMENT 18

PAYEE DATA RECORD (STD 204)^{1/}

^{1/} Attachment can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

ATTACHMENT 19

PAYEE DATA RECORD SUPPLEMENT (STD 205)^{1/}

^{1/} Attachment can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

ATTACHMENTS 20 – 22

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

- ATTACHMENT 20 – TACPA PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS (STD 830)^{1/ 2/}

^{1/} Attachment can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

^{2/} **Not** required unless requesting the preference.

- ATTACHMENT 21 – TACPA MANUFACTURER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS (DGS/PD 525)^{1/ 2/}

^{1/} Attachment can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0525.pdf>

^{2/} **Not** required unless requesting the preference.

- ATTACHMENT 22 – TACPA BIDDER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS (DGS/PD 526)^{1/ 2/}

^{1/} Attachment can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf>

^{2/} **Not** required unless requesting the preference.

F) Sample Standard Agreement^{1/}

SCO ID:

State of California- Department of General Services
STANDARD AGREEMENT
 STD 213 (Rev 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

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

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF INSURANCE

CONTRACTOR'S NAME

2 The term of this Agreement is

Start Date (Or Upon DGS/OLS Approval)

Through End Date

3. The maximum amount if this Agreement is:

\$XX.00 ()

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	X pages
Exhibit A - Attachment 1 - Work Plan	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B – Attachment 1 - Task Order	X page
Exhibit C – General Terms and Conditions	X page
Exhibit D – Special Terms and Conditions	X pages
Exhibit E – Additional Provisions	X pages
Exhibit F – Resumes	X 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 <https://www.dgs.ca.gov/OLS/Resources>

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

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF INSURANCE

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (if Applicable)		

^{1/} Sample Contract and all Exhibits are subject to change until Standard Agreement is fully executed. The CDI reserves the right to negotiate with any qualified proposer, or to modify or cancel in part or in its entirety the sample contract provisions if it is in the best interest of the CDI to do so.

EXHIBIT A

SCOPE OF WORK

1. SERVICES: The (Contractor) agrees to provide California Department of Insurance (CDI) with outreach and advertising services, as described herein.
2. LOCATION: The services shall be performed at 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 ^{1/}. The Project Representatives during the term of this Agreement shall be:

State	CDI	Contractor:
Agency:		
Name:		Name:
Address:		Address:
Phone:	(XXX) XXX-XXXX	Phone: (XXX) XXX-XXXX
Email:		Email:

^{1/} 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: Contractor shall develop and execute an integrated marketing, communications and community engagement effort to increase the number of consumers enrolling in the California's Low-Cost Automobile Insurance Program (CLCA), Patient and Provider Protection Act (PPPA), and Life and Annuity Consumer Protection Program (LACPP). This effort should include, but not be limited to, regional, in-language^{1/} and culturally-specific outreach, marketing and communications campaigns throughout the state of California. Note: California law mandates translation of documents and services primarily for Spanish, Chinese, Tagalog, Vietnamese, and Korean speakers, especially for consumer contracts (loans, leases), government services, education, and healthcare. For the purposes of this contract, communications is meant to include digital and social media plans with recommendations for complementary earned media outreach to be performed by CDI.

^{1/} Must comply with the [The Dymally-Alatorre Bilingual Services Act](#).

Contractor must develop and submit, via email, to the CDI Project Representative all Task Orders typewritten in accordance with the Exhibit A, Attachment 1, Work Plan. When completing a Task Order, the Contractor must include all estimated costs to perform the services for the entire term of the Task Order and identify which corresponding Task and Objectives(s) the Task Order addresses. For each Task Order, provide specific cost breakdowns for budget line items identified. All unit rates/costs must be calculated and totaled for each period. Each Task Order shall be completed and approved by both the Contractor and CDI for each task to be performed prior to commencement of work.

Services will be provided under the following categories:

Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)

Objective 1.1: Outreach Plan for CBOs and CLCA Certified Producers

1. Contractor will identify a Project Manager and Team.
2. CDI will provide a list of active CLCA Certified Producers upon contract award so that the Project Management team can create an outreach plan to increase enrollment and increase the number of CLCA Certified Producers. Certified Producers will assist clients in taking the CLCA quiz and signing up for CLCA policies.
3. Develop and submit an outreach plan with community-based organizations (CBOs) strategically throughout the state to encourage outreach and enrollment. The plan must detail the Contractor's

strategy, tactics and timing to reach project goals. This outreach plan should include ways it will integrate with the marketing, advertising production and social media elements/campaign in Objective 1.2 deliverable - Integrated advertising and Advertising Production and Implementation. The Contractor will utilize methods, tools, and analytics to target those in need of the CLCA program. The plan shall include recommendations for complementary earned media outreach to be performed by CDI's in-house team.

4. Engage Direct-Service Organization Statewide by partnering with agencies that provide direct services to low-income Californians- such as California Employment Development Department, CalWorks, and California Department of Housing and Community Development- to ensure the program reaches eligible drivers at trusted community touchpoints where financial and transportation assistance is already being accessed.
5. Engage hyperlocal, trusted messengers, including promotoras, tenant organizers, disability advocates, and faith-based leaders, to reach communities with limited institutional trust or access to traditional media.
6. Contractor's Project Manager will work with CBOs to create goals, track progress, and provide oversight. CBOs will conduct outreach and report outcomes to the Contractor's Project Manager.
7. Contractor shall include a plan to capture anecdotal feedback from CBOs and CLCA Certified Producers for use in future research projects, as described in Objective 1.3 – Research and Analysis, and for capturing consumer stories for use in future marketing and communications efforts.
8. Submit outreach plan to CROB for review and approval.
9. Once approved, execute the outreach plan.

Deliverable: Outreach plan and execution (provided in an electronic format).

Objective 1.2: Integrated Marketing and Advertising Production and Implementation

1. Evaluate the CLCA website and social media efforts in order to increase the number of consumers signing up for the program. On-going evaluations and social media advertisement improvements may be necessary based on social media analytics.
2. Develop an integrated advertising package and social media campaign designed to increase CLCA policy sales which include, but is not limited to, the following:
 - Strategic organic and paid social media calendar
 - Outdoor and indoor advertisements
 - Radio advertisements
 - Press conferences
 - Educational materials for use in community outreach
 - Brochures, posters, flyers, signage, displays and press kits in English, Spanish and other languages as needed
 - Use of a theme/logo/website/phone number/and QR code providing a consistent look to all program/media materials
 - Assess current materials for possible updating
 - Perform graphic design and layout
 - Provide language translations for existing/current educational materials
 - Bulk distribution of materials, postage, shipping and handling will be the responsibility of the Contractor.
 - Printing or purchasing of educational materials will be the responsibility of CDI
 - Materials must be designed for low-literacy audiences and include plain language, visual storytelling, and formats accessible to individuals with disabilities (e.g., large print, audio, ASL interpretation).
 - Contractor will work with CDI Program Manager and meet weekly to review program actions where materials, creative and plans will be submitted for CDI review/approval before execution; timelines and stages will be specified by project.

3. Contractor to illustrate a strategy for achieving project goals and include recommended sequencing, frequency and ad placements for outdoor, digital and social media platforms. This strategy must include recommendations for complementary earned media outreach.
 4. Contractor to identify methods by which populations will be targeted. Target populations include, but are not limited to, the following:
 - Income eligible Californians actively shopping for auto insurance or near the date of automobile registration renewal
 - Underserved communities including African American, Latino, and Indigenous populations; but are not limited to: individuals with limited English proficiency; residents of unpermitted or overcrowded housing; unhoused individuals; undocumented immigrants; people with disabilities; low-literacy adults; and workers in informal or unregulated labor sectors.
 - Seniors
 - Uninsured drivers
 - Communities poorly served by public transit
 - AB 60 License Holders
 - Certified CLCA Producers
 5. Submit integrated advertising and social media campaign to CDI for review and approval.
 6. Once approved, execute integrated marketing and advertising production plan.
- ^{1/}ATA (or equivalent) certification required for translation/interpreter personnel.

Deliverable: Integrated advertising and marketing package and production execution (provided in an electronic format).

Objective 1.3: Research and Analysis

1. Contractor must develop a report identifying analytics and anecdotal evidence that illustrates the effectiveness of the ad placements' engagement and relatability with targeted audiences. The data must be used for targeting and re-targeting purposes. The report shall collect and analyze the information through the duration of the contract period.
2. Upon year two of the contract, the Contractor must develop and conduct qualified audience research or focus groups to help CDI learn more about consumers' attitudes and behaviors toward the CLCA program in order to boost and motivate enrollment. Research should include, but not be limited to, qualitative and quantitative research design with potential consumers eligible for the CLCA program and how they view insurance in general and CLCA specifically. Contractor will develop a report based on the results from the audience research or focus groups.

Deliverable: Analytics and Audience Research Report(s) (provided in an electronic format).

Objective 1.4: Evaluation Meetings

1. Contractor will meet with the CDI on a virtual platform, or in-person if determined to be needed, on a regular basis, to be defined at a later date. The contractor will present the effectiveness of the approved outreach plan and advertising and marketing package. The contractor will develop and present:
 - Recommendations for public relations outreach strategies that complement its marketing strategies
 - Lessons learned from research and analysis of its marketing and community outreach efforts

Deliverable: Evaluation Meetings (provided in a virtual platform and/or in-person)

Objective 1.5: Various Re-Occurring Reports

1. Monthly Reports
Provide monthly written reports and documentation outlining planning, development, and measurable results, including enhancements as requested by CDI regarding program implementation and results,

and anecdotal evidence and story captures. 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. (Meetings to be provided on a virtual platform).

2. California Automobile Assigned Risk Program (CAARP) Quarterly Report
Provide a quarterly report for the CAARP advisory board meetings including, a summary of activities and measurable results (Examples will be provided to the Contractor).
3. Annual Comprehensive Report
Provide annual comprehensive written report. The annual comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks. This report will need to detail outreach/advertising results for the prior year, and the outreach/plan.
4. Annual Report to the State Legislature
If 12-month (1-year) extension is granted, Contractor will provide a draft [Legislative Annual Report](#) (including graphs, charts and photos) which details outreach/advertising results for the prior year, and the outreach/plan for the coming year. Review and revisions to the Annual Report may be required. Final Annual Report to be completed by February 15th 2029 (sample of past reports will be provided). Note: An Americans with Disability Act version is required as well.

Deliverable: Reports for CDI (provided in an electronic format).

Task 2.0 - Patient and Provider Protection Act (PPPA)

Objective 2.1: Integrated Marketing and Advertising Production

1. Research, evaluate and create messaging to develop a social media plan to increase the quantity of calls and website hits related to CDI's ability to assist health insurance consumers and their health care providers.
2. Submit social media plan to CDI for review and approval.
3. Once approved, execute the social media plan. Contractor shall implement and placement of advertisements and/or public service announcements on social media platforms and/or digital mediums such as, but not limited to, Facebook.

Deliverable: Create and execute social media plan (provided in an electronic format).

Objective 2.2: Annual Comprehensive Report

1. Provide annual comprehensive written report. The annual comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks.

Deliverable: Annual Report for CDI (provided in an electronic format).

Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)

Objective 3.1: Integrated Marketing and Advertising Production

1. Research, evaluate and create messaging to develop a social media plan to increase the quantity of calls and website hits related to CDI's ability to assist health insurance consumers and their health care providers.
2. Submit social media plan to CDI for review and approval.

3. Once approved, execute the organic and paid social media plan. Contractor shall implement and placement of advertisements and/or public service announcements on social media platforms and/or digital mediums such as, but not limited to, Facebook.

Deliverable: Create and execute social media plan (provided in an electronic format).

Objective 3.2: Annual Comprehensive Report

1. Provide annual comprehensive written report. The annual comprehensive report shall provide an overall summary of the Project Tasks and quantify the activities and accomplishments of the Project Tasks.

Deliverable: Annual Report for CDI (provided in an electronic format).

EXHIBIT A - ATTACHMENT 1**WORK PLAN (YEAR 1)**

Task	Objectives	Deliverable	Targeted Completion Date^{1/}	Total Cost^{2/}
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Costs - Year 1				\$
TOTAL CONTRACT FOR YEAR 1 NOT TO EXCEED^{3/}:				\$1,226,250.00

^{1/} Targeted Completion Dates are estimated. Changes to Targeted Completion Dates will not require a formal agreement amendment if agreed to in writing in advance by both parties.

^{2/} Budget shifts of 10% or less from one Task or Objective to another will not require a formal agreement amendment if agreed to in writing in advance by both parties. Any budget shift in excess of 10% will require a formal agreement amendment. The amended agreement must be fully executed in advance of any cost incurred in excess of 10%. In the case of an agreement amendment the updated Work Plan will be incorporated.

^{3/} The Direct Labor hourly rates will be used for billing purposes. The identified rates will be included in Exhibit B, Attachment 1, Task Order Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fees will be based on actual expenditures.

EXHIBIT A - ATTACHMENT 1**WORK PLAN (YEAR 2)**

Task	Objectives	Deliverable	Targeted Completion Date^{1/}	Total Cost^{2/}
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Cost - Year 2				\$
TOTAL CONTRACT FOR YEAR 2 NOT TO EXCEED^{3/}:				\$1,226,250.00

^{1/} Targeted Completion Dates are estimated. Changes to Targeted Completion Dates will not require a formal agreement amendment if agreed to in writing in advance by both parties.

^{2/} Budget shifts of 10% or less from one Task or Objective to another will not require a formal agreement amendment if agreed to in writing in advance by both parties. Any budget shift in excess of 10% will require a formal agreement amendment. The amended agreement must be fully executed in advance of any cost incurred in excess of 10%. In the case of an agreement amendment the updated Work Plan will be incorporated.

^{3/} The Direct Labor hourly rates will be used for billing purposes. The identified rates will be included in Exhibit B, Attachment 1, Task Order Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fees will be based on actual expenditures.

EXHIBIT A - ATTACHMENT 1**WORK PLAN (YEAR 3)**

Task	Objectives	Deliverable	Targeted Completion Date^{1/}	Total Cost^{2/}
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Cost - Year 3				\$
TOTAL CONTRACT FOR YEAR 3 NOT TO EXCEED^{3/}:				\$1,226,250.00

^{1/}Targeted Completion Dates are estimated. Changes to Targeted Completion Dates will not require a formal agreement amendment if agreed to in writing in advance by both parties.

^{2/}Budget shifts of 10% or less from one Task or Objective to another will not require a formal agreement amendment if agreed to in writing in advance by both parties. Any budget shift in excess of 10% will require a formal agreement amendment. The amended agreement must be fully executed in advance of any cost incurred in excess of 10%. In the case of an agreement amendment the updated Work Plan will be incorporated.

^{3/}The Direct Labor hourly rates will be used for billing purposes. The identified rates will be included in Exhibit B, Attachment 1, Task Order Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fees will be based on actual expenditures.

EXHIBIT A - ATTACHMENT 1

WORK PLAN (YEAR 4 OPTIONAL YEAR)

Task	Objectives	Deliverable	Targeted Completion Date^{1/}	Total Cost^{2/}
Task 1.0 - California Low-Cost Auto Insurance Program (CLCA)	1.1 – Outreach Plan for CBOs and CLCA Certified Producers	Outreach written plan (provided in an electronic format) and execution.		
	1.2 – Integrated Marketing and Advertising Production and Implementation	Integrated advertising and marketing package (provided in an electronic format) and production execution.		
	1.3 – Research and Analysis	Analytics and Audience Research Report(s) (provided in an electronic format).		
	1.4 – Evaluation Meetings	Evaluation Meetings (provided on a virtual platform and/or in-person).		
	1.5 – Various Re-Occurring Reports	Written Reports for CDI (provided in an electronic format).		
Task 1.0 – Total Budget Amount				\$
Task 2.0 – Patient and Provider Protection Act (PPPA)	2.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	2.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 2.0 – Total Budget Amount				\$
Task 3.0 – Life and Annuity Consumer Protection Program (LACPP)	3.1 – Integrated Marketing and Advertising Production	Create and execute social media plan (provided in an electronic format).		
	3.2 – Annual Comprehensive Report	Annual Report for CDI (provided in an electronic format).		
Task 3.0 – Total Budget Amount				\$
Total Project Cost - Year 4				\$
TOTAL CONTRACT FOR (YEAR 4 OPTION YEAR) NOT TO EXCEED^{3/}:				\$1,226,250.00

^{1/}Targeted Completion Dates are estimated. Changes to Targeted Completion Dates will not require a formal agreement amendment if agreed to in writing in advance by both parties.

^{2/}Budget shifts of 10% or less from one Task or Objective to another will not require a formal agreement amendment if agreed to in writing in advance by both parties. Any budget shift in excess of 10% will require a formal agreement amendment. The amended agreement must be fully executed in advance of any cost incurred in excess of 10%. In the case of an agreement amendment the updated Work Plan will be incorporated.

^{3/}The Direct Labor hourly rates will be used for billing purposes. The identified rates will be included in Exhibit B, Attachment 1, Task Order Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fees will be based on actual expenditures.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the CDI 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, via email, in arrears to the CDI Project Representative:

California Department of Insurance
Attention:
Agreement Number: 26CROB-037S
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. TRAVEL:
 - a. Travel if authorized under this Agreement, shall be paid in accordance with California Department of Human Resources (CalHR) Administration Rules and Regulations, for non-represented employees. Contractor shall use the most recent version of reimbursement rates which can be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
 - b. Travel expenses are to be invoiced in accordance with the non-represented employee travel rules and regulations, and travel expense claims (with appropriate receipts and airline itineraries) should be attached to the invoice as supporting documentation.
 - c. Travel expenses may be invoiced only if the travel has been pre-approved in writing by the CDI Project Representative.
5. EXPENSES: Contractor will be reimbursed for travel and other travel related expenses, in accordance with California Code of Regulations § [599.619](#) for excluded employees and upon submission of itemized monthly statements. All unusual expense items will be subject to the CDI's prior authorization.

Additional actual costs incurred shall be reimbursed for actual out-of-pocket expenses with no mark up and be supported by documentation.

6. DVBE SUBCONTRACTING FINAL INVOICE: The Contractor is required to mark "Final Invoice" on the last invoice submitted to CDI for payment.

For agreements that include one, or more, Disabled Veteran Business Enterprise (DVBE) subcontractors, CDI shall withhold \$10,000 from the final payment (or the full final payment if it is less than \$10,000) until the Contractor submits to the CDI Project Representative via email the Prime Contractor's Certification – DVBE Subcontractor ([STD 817](#)).

If the Contractor fails to submit the STD 817, CDI shall provide the Contractor a written Notice to Cure. If the Contractor fails to provide the STD 817 within 30 days of the date of the Notice to Cure, CDI shall permanently deduct \$10,000 from the final payment or the full final payment if it is less than \$10,000.

Upon receipt of a complete and accurate STD 817, CDI will authorize payment of the withheld funds.

7. **COST BREAKDOWN:** Payment for outreach 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 response to RFP # 26CROB-037S and below.

DIRECT LABOR COST ^{1/} (includes overhead and fringe benefits)	HOURLY RATE ^{2/}
Project Manager	
Public Outreach Representative	
Interpreter	
Translator	
Support Staff	
Information Technology Staff	
IS Manager	
Sr. Project Manager	
Project Coordinator	
Lead Social Media Developer	

^{1/} Direct Labor Cost/Hourly Rates do not include Subcontractor costs/rates; however, Subcontractor cost/rates shall be in accordance with Contractor's proposal response to RFP # 26CROB-037S.

^{2/} The Direct Labor Hourly Rates will be used for billing purposes. The identified rates will be included in Exhibit B, Attachment 1, Task Order. Payment for Media Buy, Direct Costs, Subcontractor Costs, and Fixed Fees will be based on actual expenditures.

TOTAL CONTRACT NOT TO EXCEED: \$3,678,750.00 (Years 1-3) - \$4,905,000.00 [Years 1 – 4 (Optional Year)]

EXHIBIT B – ATTACHMENT 1

TASK ORDER

Instructions:

1. All Task Orders must be typewritten.
2. When completing a Task Order, include all estimated costs to perform the services for the entire term of the Task Order.
3. For each Task Order, provide specific cost breakdowns for budget line items identified.
4. All unit rates/costs must be calculated and totaled for each period.
5. Each Task Order shall be completed and approved by both the Contractor and CDI prior to commencement of work.

**TASK ORDER
TRACKING NUMBER**
(# reference on invoice)

TASK ORDER INFORMATION**TASK:****OBJECTIVE:****YEAR:****DESCRIPTION OF SERVICES**

A. DIRECT LABOR (Includes overhead and fringe benefits)	HOURLY RATE	NUMBER OF STAFF	HOURS	TOTAL
Project Manager ^{1/}				\$
Public Outreach Representative ^{1/}				\$
Interpreter ^{1/}				\$
Translator ^{1/}				\$
Support Staff ^{1/}				\$
IS/IT Staff ^{1/}				\$
IS Manager/Project Manager				\$
Sr. Project Manager				\$
Project Coordinator				\$
Lead Social Media Developer				\$
Subtotal - Direct Labor Costs				\$
B. MEDIA BUY				
Net Media Buy				\$
Agency Fee on Net Media (Media Buy Markup). Not to exceed 10%				\$
Subtotal - Media Buy				\$
C. DIRECT COSTS				
Advertising Production				\$
Travel ^{2/}				\$
[Insert Other Direct Costs 1]				\$
[Insert Other Direct Costs 2]				\$
[Insert Other Direct Costs 3]				\$
Subtotal - Direct Costs				\$
D. SUBCONTRACTOR COSTS^{1/}				
[Insert Subcontractor Name 1]				\$
[Insert Subcontractor Name 2]				\$
[Insert Subcontractor Name 3]				\$
Subtotal - Subcontractor Costs				\$
D.1. SMALL BUSINESS SUBCONTRACTOR COSTS^{1/}				
[Insert SB Subcontractor Name 1]				\$
[Insert SB Subcontractor Name 2]				\$
[Insert SB Subcontractor Name 3]				\$
Subtotal - Small Business Subcontractor Costs				\$
D.2. DISABLED VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COSTS^{1/}				
[Insert DVBE Subcontractor Name 1]				\$
[Insert DVBE Subcontractor Name 2]				\$
[Insert DVBE Subcontractor Name 3]				\$
Subtotal - Disabled Veterans Business Enterprise Subcontractor Costs				\$
Subtotal All Subcontractor Costs (D + D.1+ D.2)				\$
E. FEE/PROFIT AMOUNT (not including Media Buy & Markup)				
Fee Amount				\$
Subtotal - Fee/Profit Amount				\$
Total Task Order Cost				\$

CONTRACTOR'S APPROVAL

NAME:

SIGNATURE:



DATE:

CALIFORNIA DEPARTMENT OF INSURANCE APPROVAL

NAME:

SIGNATURE:



DATE:

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Contract #26CROB-037S between CDI and the Contractor. By signatures above, the parties hereto agree that all terms and conditions of Contract #26CROB-037S shall be of full force and in effect as part of this Task Order.

^{1/} Direct Labor/Hourly Labor Rate shall include all labor related indirect costs such as overhead and fringe benefits.

^{2/} [All travel expenses will be paid at California Human Resources \(CalHR\) rates for travel and per diem.](#)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

Hereby included by reference to ([GTC 02/2025](#)).

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 Agreement 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 Agreement is subject to all of the requirements of California Civil Code Sections 1798-1798.1, 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 CDI, Chief Deputy within ten (10) days of discovery of the problem. Within ten (10) days, the CDI Chief Deputy shall meet with the Contractor and Project Representative for purposes of resolving the dispute. The decision of the CDI Chief Deputy 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. DESIGNATED POSITION: If at any time CDI determines the scope of work under the contract falls under a designated position within CDI's Conflict of Interest Code, located at Cal. Code of Reg., title 10 section 2690 et seq., that person is required to complete a Statement of Economic Interest (also known as the Fair Political Practices Commission Form 700) within thirty (30) days of assuming or leaving the position, and annually by April 1 of each year. The position must also complete an ethics training course chosen by CDI within six (6) months of being hired and once during each two-year-period for the duration of the contract.
8. 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.
9. 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.
10. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State/CDI.
11. CONTRACT AMENDMENT/OPTIONAL YEAR: 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 (1-year) period and add up to an additional \$1,226,250.00 as provided in the Request for Proposal #26CROB-037S.
12. CONTRACTOR EVALUATION: Within sixty (60) days after the completion of this Agreement, the Project Representative 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 [Contract/Contractor Evaluation ([STD. 4](#))] will be sent to the California Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation via email.

13. PROGRESS PAYMENT: This agreement consists of separate and distinct tasks by Project Year. Progress payments are allowed. Ten (10) percent of each invoiced amount shall be withheld. Funds withheld with regard to a particular task may be paid upon final satisfactory completion of the task at the end of each project year.
14. DVBE REPORTING REQUIREMENTS: A three (3) percent DVBE participation has been established for this Agreement. Contractor will submit quarterly reports on DVBE participation. Contractor will list at the end of each quarter the dates of invoices submitted, amounts of invoices submitted, amounts of invoices paid to the DVBE(s), and the DVBE percentage from invoice totals. These reports will be submitted at the end of each quarter to the following person(s) via email:
- BMB_Procurement@insurance.ca.gov
cc: (Insert Project Representative name here): [insert email address here](#)
15. CONTRACTOR STAFF CHANGES: The Contractor shall not reassign or change any key personnel identified in its proposal and this Agreement without the prior written approval of the CDI. Resumes for the designed key personnel are attached as Exhibit F. Said changes shall not require an amendment to this Agreement.
16. INDEPENDENT ADVICE: Contractor agrees it will not underwrite any transaction on which contractor is providing advice under this contract.
17. TARGET AREA CONTRACT PREFERENCE ACT (TACPA): Contractor must comply with the requirements (Government Code Section 4530, et. seq.) and provisions specified in section 2 CCR [1896.40](#).
18. PRIME CONTRACTOR'S CERTIFICATION – DVBE SUBCONTRACTOR REPORT: Contractor shall submit the Prime Contractor's Certification – DVBE Subcontractor Report ([STD 817](#)) upon completion of the contract, no later than final invoice. For more information visit <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-DVBE-Subcontracting-Report>

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.
8. **NON-IT SERVICES CONTRACTS CONFIDENTIALITY AND DATA SAFEGUARDS** ([OOE 7/2025](#))

1. **DEFINITIONS:**

- 1.1. **Confidential Information** means any non-public information, whether in written, oral, graphic, electronic or any other form, including without limitation, unpublished financial information, state plans and practices, and projections, and marketing data, business, financial, technical information, user manuals, forecasts, analyses, software and processes, or information which would be deemed by a reasonable person to be confidential or proprietary in nature. Confidential Information also means an individual's health, genetic or biometric information, race, ethnic origin, sexual orientation, religious or political, beliefs/affiliation, or criminal record. The contracting state agency may also designate information as "Confidential" or "Proprietary."
- 1.2. **Personal Information** as set forth in Civil Code section 1798.3, subdivision (a) of the California Information Practices Act (§1798 et. seq) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
- 1.3. **State Data** means all information and data owned by the State and submitted to, processed by, or stored by the Contractor and includes, but is not limited to, all data/information that originated with the State, all data/information provided by the State, and data/information generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State. State Data encompasses Confidential Information and Personal Information.
- 1.4. **Security Incident** means any actual or suspected unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

2. **DATA PRIVACY AND CONFIDENTIALITY:**

- 2.1. Contractor shall not collect, use, retain, disclose, sell or otherwise make use of State Data for Contractor's own commercial purposes or in a way that does not comply with the purpose of this Contract or applicable law. If an applicable law requires Contractor to disclose State Data, the Contractor must first inform the State of the legal requirement and give State an opportunity to object or challenge the requirement, unless the applicable law prohibits such notice.
- 2.2. Contractor shall ensure confidentiality and security of State Data. Contractor shall ensure that all its personnel as well as personnel of its subcontractors with access to State Data comply with security and confidentiality obligations set forth in the Contract.

- 2.3. Contractor will not disclose State Data or allow access to such information to any third party without the State's prior written consent; provided, however, that Contractor may disclose State Data to its affiliates and subcontractors for purposes of providing the services to the State under this Contract. Contractor will be liable for all actions by the subcontractor related to the use, processing and/or disclosure of State Data.
- 2.4. Contractor will return or render permanently unreadable and unrecoverable all State Data at the end of this Contract or upon the State's written request unless State Data must be retained by Contractor to comply with applicable laws. Erasure or destruction of all State Data in Contractor's possession shall be in accordance with State's standard for data destruction, which State shall provide to Contractor. Contractor shall provide certification of destruction to State.

3. DATA PROTECTION:

- 3.1. Safeguards. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards in accordance with applicable laws, policies, and regulations at all times during the Contract term to protect State Data, systems, and services, from unauthorized or unlawful use, access, modification, disclosure or destruction, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts.
- 3.2. Security Incident. Unless otherwise specified in the Contract or Statement of Work, upon discovery or reasonable belief of any Security Incident, Contractor shall notify the State in writing by the fastest means available, in no event greater than 48 hours after such discovery or belief.
 - 3.2.1. Contractor's notification shall identify, to the full extent known to Contractor:
 - 3.2.1.1. The nature of the Security Incident;
 - 3.2.1.2. The State Data improperly accessed, used, or disclosed;
 - 3.2.1.3. The individual records improperly accessed, used, or disclosed if Confidential Information or Personal Information is involved;
 - 3.2.1.4. The person(s) who improperly accessed, used, disclosed or received State Data;
 - 3.2.1.5. What Contractor has done or will do to quarantine and remediate the Security Incident; and
 - 3.2.1.6. What corrective action(s) Contractor has taken or will take to prevent future Security Incidents.
 - 3.2.2. Contractor shall take prompt corrective action to mitigate any risks or damages involved with the Security Incident.

3.2.3. If Contractor experiences a Security Incident, the State shall determine whether notification to any individuals whose State Data has been improperly accessed, lost or breached is appropriate. If Confidential Information or Personal Information is reasonably believed to have been improperly accessed or acquired by an unauthorized person as a result of a Security Incident that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations as required by all applicable laws and regulations, as well as the cost of credit monitoring. Contractor shall immediately investigate the Security Incident and shall share the investigation report with the State. The State or its authorized agents reserve the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents, and law enforcement. If the State determines that the data loss or Security Incident is significant, at the discretion of the State, Contractor will, at its expense, have an independent, industry-recognized, State-approved third party perform an information security audit. Contractor shall immediately share the audit results with the State upon Contractor's receipt of such results. Contractor will provide the State with written evidence of planned remediation within thirty (30) days from receipt of the audit results and promptly modify its security measures.

4. SURVIVAL:

These privacy, confidentiality, and protection obligations of Contractor, its, agents, successors, and/or assigns, continues for so long as Contractor has access to State Data, including required retention or storage timeframes after Contract termination or expiration.

EXHIBIT F

RESUMES