

**Expanding ACH Options for
Customers Receiving Benefits**

**Request for Proposal (RFP)
For Marketing and Consulting Services**



Employment Development Department

Invitation

You are invited to review and respond to this Request for Proposal (RFP) #94372 for Marketing Services. This is a fixed-price deliverables contract. The services required are described in Section IV., Exhibit A, Statement of Work (SOW).

The purpose of this RFP is to solicit proposals from vendors with the resources, experience, and abilities to develop and implement a statewide public outreach, education, and media campaign to inform Californians about the expansion of ACH options for customers receiving disability, Paid Family Leave, and unemployment benefits.

The goal is to increase awareness and equitable access to California's diverse communities in regards to the Department's implementation of Chapter 78, Statutes of 2021 (AB 138), which requires the Employment Development Department (EDD) to provide a person entitled to receive benefits under the State's Unemployment Insurance program or the Disability Insurance program that they are now receiving benefits from our new vendor, Money Network, and that they now have the option to receive payments directly deposited by electronic fund transfer into a qualifying account of the recipient's choice, in addition to other alternative disbursement payment methods such as debit cards and checks.

This marketing, outreach, and education contract will support the required education, notification, and communication needed to ensure a smooth transition for the millions of EDD customers impacted by AB 138. This contract will assist in the development of new outreach materials to help prepare EDD customers for the transition and provide information about their old debit card, their new debit card, and the new direct deposit option. The types of communication vehicles may include, but are not limited to: printed materials, paid advertising, earned media, online and technology based advertising, partner publications, and other recommended communication vehicles as identified by the Contractor.

This strategic marketing and outreach campaign will utilize cost-efficient digital advertising to reach California's diverse populations, such as individuals in diverse racial, ethnic and cultural groups; English, limited-English proficiency, and non-English speaking populations (where the campaign will be designed and developed in a manner in which it can be successfully implemented in multiple languages); and low-income and underserved populations.

The Contractor shall provide a mid-campaign and final summary report of effectiveness and any finding to strengthen the overall outcome of the campaign.

The services to be performed by the successful proposer shall include, but not be limited to: develop and implement a detailed work and implementation plan; develop and deploy a marketing campaign and produce mid- and post-advertising and marketing campaign results reports.

The resultant contract amount shall not exceed Three Million Six Hundred Thousand Dollars and No Cents (\$3,600,000) total over two years, allocated as 1.2 Million Dollars in Fiscal Year 2023-2024, and 2.4 Million Dollars in Fiscal Year 2024-2025. The term of the resulting contract is from November 1, 2023, or final contract approval, through June 30, 2025.

NOTE: For the purpose of this RFP, the EDD has elected to waive the DVBE participation requirement and incentive.

Following the instructions in this RFP, mail or deliver Proposals to the Procurement Official below:

Email:

Employment Development Department
BOPSDContractsExternal@edd.ca.gov

Regular Mail:

Employment Development Department
Contract Services Group
800 Capitol Mall, MIC 62-C
Sacramento, CA 94280-0001
Attn: Clayton Wolery

Hand Delivery:

Employment Development Department
722 Capitol Mall Lobby, Room 1100
Sacramento, CA 95814
Attn: Clayton Wolery

Overnight or Express Delivery:

Employment Development Department
Mail Services
800 Capitol Mall, Room 2029
Sacramento, CA 95814
Attn: Clayton Wolery

Proposals not received by the date and time specified in Section I, G. Key Action Dates will be rejected. It is suggested that Certified or Registered mail with return receipt requested be used.

This RFP does not constitute a commitment by the State of California to award a contract. The State reserves the right to reject any or all Proposals received if the State determines that it is in the State's best interest to do so.

Any questions regarding this RFP can be directed to the Department Contact, Contract Analyst, Clayton Wolery at 916-653-6427 or BOPSDContractsExternal@edd.ca.gov.

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I. General Information

A. Background

Currently, the EDD issues unemployment, disability, and Paid Family Leave benefits through a debit card from Bank of America. Starting in February 2024, debit cards will instead come from Money Network.

The Department needs to increase awareness and equitable access to California's diverse communities in regards to the Department's implementation of Chapter 78, Statutes of 2021 (AB 138), which requires the EDD to provide a person entitled to receive benefits under the State's Unemployment Insurance program or the Disability Insurance program that they are now receiving benefits from our new vendor, Money Network, and that they now have the option to receive payments directly deposited by electronic fund transfer into a qualifying account of the recipient's choice, in addition to other alternative disbursement payment methods such as debit cards and checks.

There may be overlap between expanding our ACH offering and transition to Money Network.

This effort is divided in to three different phases.

Phase	Milestones	Deadlines
1	Transition all debit card payments from Bank of America to Money Network. <ul style="list-style-type: none">All customers can receive payments through the debit card or by check.	February 2024
2	Unemployment, disability, and Paid Family Leave customers who apply with new or reopen claims online can also decide to receive payments through direct deposit. <ul style="list-style-type: none">Customers who apply online: Can receive payments through the debit card, check, or direct deposit.Customers who apply by paper: Can only receive payments through the debit card or by check.	June 2024
3	Implement the direct deposit option for all customer who apply by paper form.	October 2024

B. Purpose

We have been approved \$3.6 million to increase awareness and equitable access to California's diverse communities regarding the Department's implementation of Chapter 78, Statutes of 2021 (AB 138).

The EDD seeks to increase the awareness and knowledge of these benefit payment options and ensure a smooth transition for the millions of customers impacted by AB 138.

The purpose of this RFP is to solicit proposals from vendors with the resources, experience, and abilities to develop and implement a statewide public outreach, education, and media campaign to inform Californians about how they can receive their benefits.

Period of Performance

The term of the resulting contract is from July 1, 2023, or final contract approval, through June 30, 2025. If the Contractor starts performance before final approval of the contract, it shall be considered voluntary on the part of the Contractor and non-compensable by the EDD.

C. Minimum Qualifications (MQs) and Requirements

- 1. Qualified Business in Good Standing:** If the Contractor is a Corporation, the Contractor must be registered with the Secretary of State's Office to do business in California. "Doing business" is defined in California Revenue & Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The EDD will determine whether a corporation is in good standing by verifying the Certificate of Status with the Office of the Secretary of State.
- 2. Subcontractors:** Any subcontractor that the Contractor chooses to use in fulfilling the requirements of this agreement and that is expected to receive more than 10 percent of the value of the agreement must also meet all contractual administrative requirements of the contract and complete Attachments 8-11 and Attachment 13. These attachments must be provided with the proposal. Three company references must also be included with the proposal for any subcontractor that is expected to receive more than 10 percent of the value of the agreement. Reference contacts cannot be individuals currently working for the Contractor whom the subcontractor would support for this proposal. Multiple references from one customer will not be accepted.

If using subcontractors, the Contractor shall provide the subcontractor's qualifications, responsibilities, and capacity at each stage of the contract. The EDD may exercise the option to replace subcontractors at any time during the contract if unsatisfied with their services.

The Contractor will act as the prime contractor under this contract. In addition to identifying all personnel proposed to work under this contract, the Contractor must also identify their sub-contractor affiliation as applicable. If the sub-contractor is a California Certified Small Business or Disabled Veteran Business Enterprise (DVBE), those amounts paid to certified sub-contractors shall be identified on the Contractor's invoices.

3. Knowledge and Experience Requirements:

- The Contractor or sub-contractor must have knowledge and experience with performance of services that are the same as (or substantially similar to) the services required in the Scope of Work (SOW).
- The Contractor and Contractor's staff must be able to work with designated EDD staff. They must possess strong interpersonal skills with an emphasis on customer service, teamwork, and communications.

4. Statement of Economic Interests (Form 700)

Upon Contract award, every Contractor staff member engaged under the Contract must execute a Statement of Economic Interests [Form 700](http://fppc.ca.gov/Form700.html) (fppc.ca.gov/Form700.html) prior to their starting work at the EDD. For purposes of this contract, consultants are defined as any individual performing work under this contract. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new or substitute consultant shall file a Form 700 prior to performing any work on the contract.

D. Written Questions

All questions regarding the content of this RFP must be submitted in writing via e-mail to the email address listed below. All questions must be received by the date and time listed in Section I, G. Key Action Dates. Questions not submitted via e-mail by the deadline shall be answered at the state's option.

BOPSDContractsExternal@edd.ca.gov

When the state has completed its review of the questions, all questions and answers will be emailed to all Respondents. If needed, an Addendum will be issued and Respondents will have three (3) business days to ask questions about changes in the Addendum. Verbal information concerning this RFP shall not be binding upon the State.

E. RFP Response Content

The Contractor shall provide qualified staff who can complete the identified tasks within the SOW. Staff résumés must show relevant experience. The EDD requires the Contractor to provide staff with the knowledge, skills, and abilities for this project as detailed in Section III, Attachment 5.

Failure to respond to any portion of the required response content information may deem the Proposal as non-responsive and ineligible for award. The required information will be used by the state's selection team to determine and verify the Contractor's ability to perform the tasks and activities defined in the Contractor's proposal.

F. Key Action Dates*

Action	Date
Release RFP	August 11, 2023
Deadline to Submit Questions	August 18, 2023
Response to Questions	August 25, 2023
Proposals Due, 2:00 p.m. PST	September 8, 2023
Initial Evaluation of Proposals	September 11 through 15, 2023
Oral Interviews	September 25 through 29, 2023
Proposal Selection or Intent to Award	October 6, 2023
Last Day to Protest Award	October 13, 2023
Contract Commencement	November 1, 2023, or upon final approval, whichever is sooner

**All dates are tentative and subject to change.*

G. Instructions for Response

This Section contains the instructions that interested parties must meet in order to submit a responsive Proposal. It provides information regarding the format in which Proposals must be submitted and the material to be included. Proposals submitted in response to this RFP must contain all data and information requested and must conform to the format prescribed.

It is the Respondent’s responsibility to provide all required data and other information deemed necessary for the state’s team to determine and verify the Consultant’s ability to perform the tasks and activities defined in the Section IV, Exhibit A – Scope of Work. Proposals may be disqualified if they fail to respond completely to RFP requirements and subsequent Addenda.

Respondents must submit their Proposal in a format compatible with the EDD standard software applications (e.g., Microsoft Office or Adobe Acrobat). Printed proposals shall be on 8-1/2 x 11" white paper. Printing on both sides of the paper is encouraged.

All copies of the Proposal must be clearly marked "EDD RFP #94372". Proposals submitted under improperly marked covers may be rejected.

The EDD must receive your Proposal no later than the date and time specified in Section I, G. Key Action Dates. Proposals not received by the date and time specified in Section I, G. Key Action Dates will be rejected.

H. Contract Award

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

The EDD will compare Proposals submitted in response to this RFP based on the scoring criteria laid out in Section II. C.

This RFP and the selected Contractor's Proposal will be attached and incorporated by reference into the resulting Agreement.

I. Definitions and Terms

1. The EDD has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of "shall", "must", or "will" (except to indicate future tense) in the RFP indicates a requirement or condition from which a deviation, if not material, may be waived by the EDD.
2. The words "should" or "may" in the RFP indicate desirable attributes of conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.
3. The use of the term "EDD" refers to the Employment Development Department.
4. The use of the terms "proposers," and "bidders," or "Respondents" refers to entities responding to this RFP.
5. Subcontractors. Any party that the bidder wishes the EDD to include in evaluating its qualifications and capability must be labeled as a "partner" or "major subcontractor" (terms of similar nature are acceptable).
 - a. Major subcontractors are businesses owned at least 51 percent by interests other than the bidder, and that will carry out major, critical portions of the Scope of Work, in terms of responsibility, involvement, and in some instances, portions of the budget. These may be firms providing services or supplies. Major subcontractors operate under the direction of the bidder.
 - b. Minor subcontractors are businesses executing less critical, less sensitive portions of the Scope of Work.
6. Material Deviations. Deviation from a requirement is material if it is not in substantial accord with the RFP requirements; provides an advantage to one bidder over another; or has a potentially significant effect on the delivery, quantity, or quality of items proposed, amount awarded, or on the overall cost to the EDD. Material deviations cannot be

waived. Material deviations will cause the bid to be disqualified.

J. Grounds for Rejection

The EDD reserves the right to waive any immaterial deviation in a proposal; however, the waiver of an immaterial deviation in a proposal shall in no way modify the document or excuse the proposer from full compliance with the proposal requirements after the bidder is awarded the contract.

A proposal shall be rejected if:

1. The proposal is received at any time after the exact time and date set for receipt of proposals.
2. The proposal is not completed in ink or typewritten.
3. The Cover Sheet (Attachment 2) is unsigned.
4. The proposal does not meet the requirements of Section II. D. 2. Administrative Requirements.
5. The bidder has been decertified from contracting with the EDD by the Department of Fair Employment and Housing.
6. The bidder has received substantive negative contract evaluation from the State of California.
7. The proposal contains false or misleading statements or references that do not support an attribute or condition contended by the bidder, if in the opinion of the EDD such statements or references were intended to erroneously mislead the EDD in its evaluation of the proposal.
8. The proposal is conditional or incomplete, or contains any alterations of form or other irregularities of any kind. The EDD may reject any or all proposals and may waive any immaterial deviation in a proposal. The EDD's waiver of immaterial deviation shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements, if awarded the Agreement.
9. The bidder has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990.
10. The bidder is not responsible (e.g., has not paid taxes; has no business license; has submitted a bid when license is subject to suspension on the date of the bid opening or award of the contract, or during the proposed term of the Agreement; submitted a bid

without an authorized signature; falsified any information in the proposal package; or has provided poor performance on a previous contract with the EDD.)

K. Notice of Intent to Award and Protest Procedures

1. The contract shall be awarded to the bidder meeting the mandatory RFP requirements and based on the evaluation criteria as outlined in Section II, Review and Scoring Information. The EDD reserves the right not to award a contract, to reject any or all proposals, or to declare all proposals drafts.
2. Upon selection of a proposed contractor, a Notice of Intent to Award will be posted for five working days (starting the day after posting) at the EDD, 722 Capitol Mall, Sacramento, CA 95814. Any protest must be filed during this period.
3. If a bidder chooses to protest the Notice of Intent to Award:
 - a. Protests must be filed with the EDD and the Department of General Services (DGS), Office of Legal Services (OLS), Attention Protest Coordinator, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 FAX: (916) 376-5088 after notice of intent to award, but before the actual award date.
 - b. Upon receipt of a protest, the DGS or OLS:
 - Sends a protesting bidder an acknowledgment letter that includes copies of the protest statutes and regulations and informs the protestant that it must submit a full and complete statement specifying grounds of protest within five calendar days.
 - Faxes to the awarding agency a request for information regarding the proposed contract and agency contact person. The agency should complete and return the form to the DGS or OLS within 24 hours. Failure to promptly complete and return the form will delay the protest process. In addition, if the agency is aware of any reason that the protest should not go forward, this would be communicated to the DGS or OLS at this time.
 - Reviews the protest to determine whether the DGS has jurisdiction. If the DGS does not have jurisdiction, the DGS or OLS issues a written notice of dismissal.
 - Assigns a Hearing Officer to the protest if the DGS has jurisdiction. The Hearing Officer determines whether the protest will be resolved by written submission or public oral hearing.

L. Disposition of Proposals

1. All materials submitted in response to this RFP will become the property of the EDD, and as such, are subject to the Public Records Act (Government Code, Section 6250, et seq.).

The EDD will disregard any language purporting to render all or portions of any proposal confidential.

2. After proposals are evaluated and the notice of intent to award has been posted, all proposals shall be available for public inspection. However, the contents of all proposals, draft RFPs, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposer's proposal shall be held in the strictest confidence until the award is made. The EDD shall hold the content of all working papers and discussions relating to a proposal confidential indefinitely, unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of a proposal. A bidder's disclosure of this subject is a basis for rejecting a proposal and ruling the bidder ineligible to participate further in the bidding process.
3. The EDD may return a proposal to a bidder upon written request after **conclusion** of the bid process.

M. California Taxpayer and Shareholder Protection Act of 2003

This RFP and any resulting contract are subject to all requirements as set forth in Part 2 of Division 2 of the Public Contract Code (PCC), Section 10286 that includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements. Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered non-responsive and their bid will be rejected.

N. Public Contract Code

The Contractor has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar.

Note: No person, firm, or subsidiary thereof who is awarded this consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

These Public Contract Code sections can be viewed at:

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8

O. Performing a Commercially Useful Function

In accordance with Government Code Section 14837 and Military and Veterans Code, Section 999, all certified Small Businesses (SB) or Micro-Businesses (MB) and Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation

must perform a Commercially Useful Function (CUF). A certified SB/MB or DVBE is deemed to perform a CUF if the business does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its 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 projects, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payments.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

P. Conditions and Commitment

Upon submittal of a proposal, the bidder has committed to comply with the following requirements:

- [General Terms and Conditions](https://dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf) (dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf)
- [Contractor Certification Clauses](https://dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf) effective 3/28/2007 (dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf)

Q. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the State of California, or any statute enacted by the Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

R. Prompt Payment Clause

Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et. seq., as applicable. Payment shall not be due until the later of: (a) the date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

S. Contract Special Terms and Conditions (to be included in the final awarded contract)

1. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

2. Force Majeure

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- Acts of God or of the public enemy, and
- Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

3. Termination for Convenience

This Agreement may be terminated by the EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

4. Insurance Requirements

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the state may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written

notice to the EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

- a. **General Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the EDD under this contract. *The additional insured endorsement must accompany the certificate.*

- b. **Workers' Compensation and Employers Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing the Contractor is a qualified self-insurer in the State of California.

II. Review and Scoring Information

A. Receipt and Review

Each proposal will be date and time marked as it is received and verified that all responses are submitted under an appropriate cover and properly identified. Proposals will remain unopened until the designated time for opening.

The EDD shall review and compare Proposals based on the scoring criteria laid out below in Section II. C.

B. State Review Team

The EDD has established a Review Team comprised of individuals selected from management and staff. The Review Team will review and compare Proposals in accordance with the process described in this Section. The State may engage additional qualified individuals during the review process to assist the Review Team in understanding financial, legal, contractual, or program issues. These individuals will not have responsibility for assigning points during the review process.

C. Review Criteria

1. Proposal Validation Check

The State will record the time of receipt for each Proposal. All Proposals must be received by the time and dates specified in Section I, G. Key Action Dates. The EDD may not accept Proposals delivered after the time and dates specified in the Key Action Dates.

2. Administrative Requirements (Pass or Fail)

The Review Team will check all Proposals for the presence of the required information and to determine if the structure and content is in conformance with the RFP's instructions for response and administrative requirements. The administrative requirements are assessed on a pass or fail basis.

D. Scoring Methodology

The EDD will use a multi-step scoring methodology to determine which Proposal best meets the needs of the State. Proposals will be compared using a point system based on responsiveness to the RFP as follows:

RFP Category	Maximum Points Possible
Administrative Requirements	(Pass or Fail)
Narrative Scope of Work Response	350
Company References	150
Staff Résumés and Qualifications Matrices	100
Oral Interview	100
Deliverable and Cost Matrix	300
TOTAL:	1,000

The selected Proposal will be determined as the responsive Proposal that passes all mandatory requirements; and with the highest points total for the overall Proposal.

1. Criteria for Scoring

Mandatory requirements are scored as Pass or Fail. Scored requirements are scored based on a percentage of points possible for the specific requirements being scored. Percentages and their corresponding criteria are described in each of the following sections.

The EDD will use the following scoring system to assign points for Narrative Scope of Work Response, Attachment 3, the Company Résumé and References, Attachment 4, and the Oral Interview.

Percentage of Total Points Available	Rating	Factors
0%	Inadequate	Proposal response (e.g., content or explanation offered) is inadequate or does not meet EDD needs, requirements, or expectations. The omissions, flaws, or defects are significant and unacceptable.
75%	Adequate	Proposal response (e.g., content or explanation offered) is fully adequate or fully meets the EDD's needs, requirements, or expectations. The omissions, flaws, or defects, if any, are inconsequential and acceptable.
100%	Exceeds Expectations	Proposal response (e.g., content or explanation offered) is above average and exceeds the EDD's needs, requirements, or expectations. Proposer offers one or more enhancing feature, method, or approach that will enable performance to exceed the EDD's basic expectations.

In assigning points, raters may consider factors including, but not limited to one or all of the below:

- a. Extent to which a proposal response is lacking information, lacking depth or breadth, or lacking significant facts and details.
- b. Extent to which a proposal response is fully developed, comprehensive, and has few, if any weaknesses, defects, or deficiencies.
- c. Extent to which a proposal response demonstrates that the bidder understands EDD needs, the services sought, and the contractor's responsibilities.
- d. Extent to which a proposal response illustrates the bidder's capacity to perform all services and meet all scope of work requirements.
- e. Extent to which a proposal response, if implemented, will contribute to the achievement of EDD goals and objectives.
- f. Extent to which a proposal response demonstrates the bidder's capacity, capability, and commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods; creative or innovative business solutions).

2. Administrative Requirements (Pass or Fail)

Administrative requirements address the structure and content of the Proposal. They are mandatory requirements, are Pass or Fail, and receive no points. A Fail response to any of the administrative requirements will disqualify the Proposal from further review.

Note: The Target Area Contract Preference Act (TACPA) preference is not included here because it may not apply for all proposers.

ID	Administrative Requirements	Review Criteria
1.	Proposal received timely.	Pass or Fail
2.	Proposal received in the format prescribed.	Pass or Fail
3.	Proposal contains Required Attachment Checklist (Attachment 1).	Pass or Fail
4.	Proposal contains a correctly completed and signed Cover Letter (Att. 2).	Pass or Fail
5.	Proposal contains a Narrative Statement of Work Response (Att. 3) for all deliverables contained in Section IV, Exhibit – Statement of Work.	Pass or Fail
6.	Proposal contains a Company Résumé and three (3) Company References with original signatures from customer references (Att. 4).	Pass or Fail
7.	Proposal contains a completed Staff Résumés and Qualification Matrix and résumé for each proposed staff member listed (Att. 5).	Pass or Fail
8.	Proposal contains a completed Deliverable and Cost Matrix (Att. 6).	Pass or Fail
9.	Proposal contains a signed Iran Contracting Act Certification (Att. 7).	Pass or Fail
10.	Proposal contains a signed Std. 204 Payee Data Record (Att. 8).	Pass or Fail
11.	Proposal contains a signed Workers' Compensation Certification (Att. 9).	Pass or Fail
12.	Proposal contains proof that company is registered with the CA Secretary of State's Office and in good standing (Att. 10).	Pass or Fail
13.	Proposal certification from the Department of General Services that company is a certified California Small Business, if applicable. (Att. 11).	Pass or Fail
14.	Proposal contains a signed Bidder Declaration (See link in Att. 12).	Pass or Fail
15.	Proposal contains a signed Darfur Contracting Act Certification (See link in Att. 13).	Pass or Fail

3. Narrative Scope of Work Response (Max. Point 350) – Attachment 3

The state considers the quality of the Respondent’s response to this RFP to be indicative of the work that would be expected under a subsequent contract. The response will be reviewed and points will be assigned based on a general assessment that is worth a maximum of three hundred fifty (350) points. Contractor must respond in detail to the Scope of Work identified in Section IV, Exhibit A.

In preparing their response the Respondent must adhere to these General Requirements for the Proposal:

- a. Provide a Table of Contents.
- b. Include tabbed sections.
- c. Ensure proposal is well-organized, comprehensive, and technically sound.
- d. Include clear and distinctive explanations.
- e. Do not just provide a repeat of the RFP requirements, but demonstrate a well thought out approach to meeting the requirements of the RFP.

The Narrative Scope of Work Response will be scored in accordance with the points assigned to each section of the narrative as set forth in the table below:

	Maximum Score
<p>1. Detailed Work and Implementation Plan</p> <ul style="list-style-type: none"> • Describe how you propose to increase awareness on the ACH expansion statewide for all potential claimants using the criteria set forth in Exhibit A, Scope of Work. Bidders should include a special emphasis on specific population groups and areas identified in the provided market research report. • Identify any critical milestones, phases or decision points, including: <ul style="list-style-type: none"> ○ Each task and activity required to achieve each critical milestone, phase or decision point. ○ Any tasks that are inter-related with one another. ○ Any task that has dependencies and identify such dependencies. ○ Approximate start and end dates for each task, milestone and/or critical decision point. ○ Type of resource that will be needed to accomplish each task. ○ Includes ongoing updates/revisions to the plan with EDD approval. 	75

<p>2. Describe how you propose to conduct statewide public outreach, education, and a media campaign, including how you plan to develop and deploy the following:</p> <ul style="list-style-type: none"> • Messaging and collateral (beyond what is currently in use by the EDD), in print and digital formats, that targets audiences and prospective benefit customers as well as communication channel partners including, but not limited to reach California’s diverse populations, such as individuals in diverse racial, ethnic and cultural groups; English, limited-English proficiency, and non-English speaking populations (where the campaign will be designed and developed in a manner in which it can be successfully implemented in multiple languages); and low-income and underserved populations deemed appropriate for the specific tactic. Any print collateral will be produced, but NOT printed, under this contract. The vendor would have to design the materials to meet the requirements of the EDD's printing capabilities. Printing costs will be absorbed by the EDD. Chosen vendor will need to address and incorporate any programmatic changes in affected collateral that may come during the lifecycle of this contract. • Paid Media Strategy and Placement (ad buy) including, but not limited to ethnic-cultural media, any paid social media, search engine marketing, radio, and print. Describe how advertising and other materials will be developed and produced to strengthen public understanding of the ACH expansion, its benefits, and how it makes receiving benefit payments simple and fast. <p>The Respondent must also present three case studies of actual past outreach campaigns conducted by the Respondent that are similar in nature to the strategies proposed for this contract. Provide samples of work for each and describe how the campaign and/or program was effective in responding to the requestor’s needs. The samples must demonstrate the Respondent’s ability to recommend effective messaging strategies through various communication vehicles, including the EDD’s social media channels (Facebook, Twitter, LinkedIn, Instagram, and YouTube accounts).</p>	<p>225</p>
<p>3. Mid- and Post-Advertising, Marketing Campaign Results Reports</p> <ul style="list-style-type: none"> • Upon completion of the first year of funding (SFY 2023-2024), the EDD requires the vendor to produce a mid-campaign summary report of the campaign effectiveness and 	<p>50</p>

<p>any findings and recommendations to strengthen the overall outcome of the campaign moving forward. Upon the completion of the full public outreach and education campaign, the EDD requires the vendor to produce a final summary report of campaign efforts, overall campaign effectiveness, and any findings and recommendations to strengthen awareness on this moving forward. Explain what methods and strategies would be used to fully assess the effectiveness and success of the outreach campaign, which would be detailed in the mid-campaign and final results report.</p>	
	350

4. Company Résumé and References (Max. 150 Points) – Attachment 4

Points will be assigned based on the strength of the résumé submitted by the Respondent and on the Customer Satisfaction Ratings provided by the three references. Original signatures are required on the three company references. A maximum of 150 points are available for this evaluation element.

The Respondent must submit a Company résumé that includes prior engagements similar in scope or complexity to the SOW and should not exceed five pages. The Respondent shall include a statement expressing Company-wide resources the Respondent will make available to further enable Contractor staff engaged on the project.

The Respondent must submit three company references using the form from Section III, Attachment 4. The references submitted must be for engagements similar in scope or complexity to the SOW. Multiple references from one customer will not be accepted. The State reserves the right to contact the reference for validation purposes. The EDD will not assign points for references that cannot be validated. Respondents who submit more than three references will not glean additional points. Only the first three references included in the response will be compared. No points will be achieved for a reference that is determined not to be similar in scope or complexity to the SOW.

The Company Résumé and References will be scored in accordance with the following standards:

Company Qualifications – Mandatory	Pass or Fail
Description of Organization Services, Experience, Expertise and Activities	
Three (3) Company References	
Organizational Chart with Project Manager, and Key Personnel	
Company Qualifications – Desirable	Maximum Score
Experience/Demonstrated Results of Firm for Marketing/Media Program – Quality of experience in previous related accounts and ability to implement programs. Familiarity and experience in placing advertising in media outlets.	50
Qualification of Personnel and Proposed Subcontractors – Prior experience and how it related to this project. Personnel and/or proposed subcontractors have demonstrated experience in public outreach, education, public relations, advertising, and/or marketing campaigns.	50
Capabilities of Firm – Quality of past performance for various accounts on developing state and national public outreach, education, public relations, advertising, and/or marketing campaigns.	50
Total	150

5. Staff Résumés and Qualifications Matrices (Max. 100 Points)- Attachment 5

The skills and background of all individuals assigned to this project are critical to meeting the specific needs of the EDD. The Respondent must complete the Staff Qualifications Matrices (Section III, Attachment 5) for all proposed Contractor staff and provide a résumé for each of the two mandatory roles. Points will be assigned in this category for the desirable qualifications experience of the specific two roles as defined by the SOW.

The State reserves the right to selectively request references for any proposed staff and to contact references in order to validate any information contained in the résumés.

An acceptable résumé shall not be longer than two pages and shall include:

- a. Staff member's title.
- b. Staff member's education.
- c. Applicable credentials and/or certifications.
- d. Current work history.
- e. Summary of similar work performed to that required in the SOW that specifically identifies the mandatory and desired qualifications and experience for the staff person.
- f. Sufficient detail in the résumé to allow the EDD to verify the experience cited.
- g. Current and past employer's names.
- h. Start and end dates of current and prior work.
- i. A description of duties performed for the past three years. Experience for mandatory requirements that have a longer than three-year experience requirement must be described as well. These need to be clearly denoted.

The Staff Résumés and Qualifications Matrices will be scored in accordance with the following standards:

Mandatory Experience Qualifications (Pass or Fail)

Mandatory experience qualifications requirements are considered Pass or Fail requirements. Proposals that meet the mandatory experience qualifications for the proposed staff in the two (2) roles required by the SOW will be deemed satisfactory. Failure to meet any mandatory requirement will deem the Proposal nonresponsive and will disqualify the Proposal from further consideration.

Desirable Qualifications Experience (Scored)

Each desirable qualification listed in the Staff Qualifications Matrix (in Attachment 5) shall be worth 25 points. With two potential desirable qualifications for each of the two mandatory staff roles, a maximum of 100 points shall be available for this evaluation element. No additional points will be given for the qualifications of additional staff beyond the two required staff roles, or for the addition of qualifications not already listed in the attachment by the EDD.

6. Deliverable and Cost Matrix (Max. 300 Points) – Attachment 6

The Deliverable and Cost Matrix will be evaluated based on cost competitiveness. The media buy mark-up percentages, and hourly labor rates provided by the Proposer in the Deliverable and Cost Matrix will be incorporated into the Agreement with the successful Proposer. Both the mark-up rates, and the Proposer’s staff hourly labor rates for the Deliverable and Cost Matrix, will apply to the contract term and will not be renegotiated.

The Deliverable and Cost Matrix maximum scores will be as follows:

Deliverable	Maximum Score
1. Detailed Work and Implementation Plan	75
2. Statewide Public Outreach, Education, and Media Campaign	
a. Messaging and collateral.	80
b.1. Paid Media Strategy and Placement – Labor Rate	30
b.2. Paid Media Strategy and Placement – Media Buy Markup	35
3. Mid- and Post-Advertising/Marketing Campaign Results Reports	25
Total	245

A. Scoring Hourly Labor Rates

For use in estimating Proposer’s (and subcontractor’s) staff hourly labor costs required for each deliverable in the Deliverable and Cost Matrix, the Proposer shall provide an hourly rate for the following job titles/classifications for both the Proposer’s and subcontractor’s staff. Hourly labor rate shall include all labor related indirect costs such as overhead and staff personnel benefits.

Note: The EDD recognizes that job titles/classifications within a proposer’s/subcontractor’s organization may vary from the job titles/classification that follow. However, the Proposer shall use the following job titles/classifications for the purposes of establishing the hourly labor rates for evaluating the Deliverable and Cost Matrix for each of the deliverables.

- Project Manager or equivalent
- Media Planner/Buyer (included for Deliverable 2.b.)
- Account Manager/Marketing Specialist or equivalent
- Account Assistant
- Creative Manager
- Creative Designer
- Support Staff

The Labor Hourly Rate Score will be calculated as follows:

<u>Total labor cost proposed for the Deliverable (including labor cost of Prime and all Subs' staff)</u>
<u>Total number of staff labor hours assigned to the Deliverable (including labor cost of Prime and all Subs' staff)</u>

Example 1:

Bidder A	Labor Hours Assigned for Deliverable #1	Hourly Rate	Labor Cost
Project Manager or equivalent	50	\$250	\$12,500
Account Manager/Marketing Specialist or equivalent	100	\$185	\$18,500
Account Assistant	100	\$150	\$15,000
Creative Manager	200	\$200	\$40,000
Creative Designer	200	\$200	\$40,000
Support Staff	100	\$45	\$4,500
Total	750		\$130,500

Bidder A: Labor Hourly Rate = $\$130,500 \div 750 = \$174/\text{hour}$.

Labor Hourly Rate Score Calculation (after determining the hourly rates on the above criteria):

Lowest hourly rate will be awarded the maximum points. All other hourly rates will be awarded points based on the calculation: $\text{Lowest Hourly Rate} \div \text{Other Proposer's Hourly Rate} \times \text{Maximum Points}$.

Example: Lowest proposed hourly rate for deliverable #1 = \$150/hour
 Bidder A proposal hourly labor rate for deliverable #1 = \$174/hour
 Maximum costs points for deliverable #1 = 75

$\$150 \div \$174 \times 75 = 65$ points awarded to Bidder A

B. Media Buy Markup Score

The Deliverable #2.b. is scored based on a combination of the Bidder's Labor Hourly Rate score plus the Media Buy Markup score.

The Media Buy Markup Percentage will be calculated as follows:

<u>Total Cost (\$ amount) of Media Buy Markup (including Prime and all Subs')</u> X 100
<u>Total Cost (\$ amount) of Net Media Buy (including Prime and all Subs')</u>

Example 3:

Bidder	Media Buy Markup Cost	Net Media Buy Cost	Markup %
Bidder A	\$100,000	\$1,000,000	10%
Bidder B	\$270,000	\$1,500,000	18%

Media Buy Markup Score Calculation (after determining the percentages based on the above criteria), points will be awarded based on the table below.

Media Buy Markup Percentage	Score/Points
0 – 1%	35 Points
1.01 - 2%	32 Points
2.01 – 3%	29 Points
3.01 – 4 %	26 Points
4.01 – 5%	23 Points
5.01 – 6%	20 Points
6.01 – 7%	17 Points
7.01 – 8%	14 Points
8.01 – 9%	11 Points
9.01 – 10%	8 Points
10.01 – 12%	5 Points
12.01 – 14%	2 Points
14% +	0 Points

D. Total Deliverable and Cost Matrix Score

Each proposal’s total cost score will be the sum of the points awarded for deliverables/costs #1, #2.a, #2.b, #2.c, and #3.

7. Oral Interview (Max. 100 Points)

The EDD shall select the top three proposers for oral interviews (and their proposed sub-contractors, if requested), which is worth a maximum of one hundred (100) points. Interviews apply only to the top three finalists based on the four previous scoring categories, as selected by the evaluation committee, meeting all SECTION 1E. Minimum Qualifications (MQs) and Requirements. This oral interview must include a presentation of their proposal lasting no longer than 60 minutes and will allow finalists to demonstrate their understanding of the project objectives, ability to integrate their ideas into the EDD’s overall objectives, and to articulate their capability to meet or exceed the requirements of this RFP. A question-and-answer period will follow the presentation.

The following traits are considered especially important for the interview:

- Quality and completeness of a presentation outlining the campaign strategies.

- Quality and completeness of answers to questions regarding the proposal.
- Quality and completeness of integration of strategies into the EDD's overall objectives.
- Quality and completeness of integration of collateral into the EDD's overall objectives.

The Oral Interview will be scored in accordance with the Rating Criteria outlined below.

- A maximum of 100 points are available for a finalist that exceeds expectations.
- 75 points awarded for a finalist that adequately meets EDD needs, requirements, or expectations.
- Zero points will be given for an oral interview deemed to be inadequate.

Rating Criteria:

Oral Interview demonstrates:

- Strengths in all aspects of research, planning, execution and evaluation necessary to sustain a public outreach, education, and media campaign with continued innovation.
- Understanding of the EDD's objectives to raise public awareness and understanding of the unemployment, disability, and Paid Family Leave programs, and demonstrates an ability to develop a holistic strategic advertising and marketing plan that supports these objectives.
- Ability to develop and balance an integrated, multi-touch point and ethnic/language specific marketing campaign that best meets the EDD's marketing objectives;
- Approach and ability to establish a return on investment (ROI) and evaluate campaign effectiveness.
- Collaboration style, philosophy, and process with clients.
- Flexibility in adjusting marketing campaign elements based on the EDD's feedback and changing needs.

The EDD reserves the option of conducting the interview at an EDD office, via teleconference, or other designated site. If the finalist cannot meet on the designated interview date, the evaluation committee reserves the right to disqualify the Proposer as nonresponsive.

8. Final Score and Preference Programs:

The total of all the aforementioned scoring categories will determine the Proposer's final score. However, there are certain programs that can grant an additional score increase, equal to a certain percentage of the highest-scored responsible bidder's total score. The amount of the score increase depends on the preferences being claimed.

These optional programs listed below will earn the Proposer extra points if the Proposer is qualified for the requirements.

a. Small Business Certification Preference Program

Certified Small Businesses/Micro Businesses (SB/MB) and Small Businesses/Non Profit Veteran Service Agencies (SB/NVSA) may claim certification when submitting a bid on this contract. The preference is equal to five percent of the highest-scored responsible bidder's total score. When the highest-scored responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only in determining the successful bidder. It does not alter the amount of the resulting contract.

In order to claim this preference the bidder must provide their DGS Small Business Certification with their proposal.

To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Certification at 1-916-375-4940.

b. California Certified Small Business Subcontractor Preference

A five percent (5%) score preference is also available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which the bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code, Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Proposers claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Certification must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Certification at 1-916-375-4940.

c. DVBE Incentive and Participation

For the purpose of this RFP, the EDD has elected to waive the DVBE participation requirement and incentive.

d. Target Area Contract Preference Act (TACPA) (STD 830)

Score preference will be granted to California-based bidders in accordance with California Code, Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the bidders meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Bidders can earn a score preference of between one percent (1%) and nine percent (9%) depending on what parts of the preference they claim. Full details can be found on the STD 830 form itself. Bidders desiring to claim this preference must submit a full executed copy of the [STD 830](https://documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf) (documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf) with their Proposal.

Bidders' questions regarding this preference are to be directed to:

Department of General Services
Office of Small and Minority Business
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Telephone (916) 375-4609

E. Proposal Evaluation Process

A Review Team established by the EDD will evaluate the proposals. The Review Team will examine each proposal for compliance with RFP requirements, and shall first determine whether the bidder meets the mandatory requirements listed in Section II. D. 2. Administrative Requirements and a Section I. D. Minimum Qualifications and Requirements. Proposals that do not meet those criteria will be immediately rejected.

The Review Team will, individually or as a team, review, evaluate, and numerically score proposals based on proposal adequacy, thoroughness, and the degree to which they address the RFP requirements. If individual evaluations are conducted, the committee will meet as a whole to establish a consensus score for each evaluated element of each bidder proposal.

The evaluation criteria has been developed to determine responsiveness to the EDD's needs as described in this RFP, and to assess the skills, knowledge, talents, and methods needed to conduct program marketing and prepare the deliverables. The EDD reserves the right at any time to reject any or all proposals. All proposals that have met the mandatory

proposal requirements will be rated against the evaluation and scoring criteria identified in Section II.D above.

The Review Team, upon scoring all proposals, shall conduct interviews with the top three proposers, as described above in Section II. D. 7., Oral Interview. Once interviews are complete, any applicable preferences will be applied to the proposers' scores. The highest-scored proposer of the top three, after taking all preferences into account, shall be awarded the contract. A notice of intent to award shall be posted for five business days, during which protests can be submitted in accordance with Section I. L., Notice of Intent to Award/Protest Procedures. Barring any protests, the EDD shall begin processing the final contract at the conclusion of the five-day Notice of Intent to Award period.

The EDD reserves the right to reject any or all proposals or declare all proposals drafts and may waive any immaterial deviation or defect. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents or excuse the proposer from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award a contract.

III. Attachments

Attachment 1 Required Attachment Checklist

Complete the Required Attachment Checklist below by placing a check mark next to each item that you are submitting and return this checklist along with your Proposal package. **Verify that all documentation contained on this Checklist is submitted with your Proposal in the following order as failure to do so may cause your Proposal to be rejected.**

Check ✓	Att #	Document Name and Description	Form Provided?
	1.	Required Attachment Checklist - RFP Administrative Requirements	Yes or No
	2.	Cover Letter	Yes or No
	3.	Narrative Scope of Work Response	Yes or No
	4.	Company References and Company Résumé	Yes or No
	5.	Staff Résumés and Staff Qualifications Matrices	Yes or No
	6.	Deliverable and Cost Matrix	Yes or No
	7.	Iran Contracting Act Certification	Yes or No
	8.	Payee Data Record (STD 204)	Yes or No
	9.	Workers' Compensation Certification	Yes or No
	10.	Provide proof that your company is currently registered with the California Secretary of State's Office.	YYes or No
	11.	Small Business Certification (if applicable)	Yes or No
	12.	Bidder Declaration	Yes or No
	13.	Darfur Contracting Act Certification (if applicable)	Yes or No

Attachment 2

Cover Letter (Pass or Fail)

The Respondent shall provide a cover letter typed on company letterhead and shall be signed by an individual who is authorized to bind the responding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned response shall be rejected.

The cover letter must include the following:

- A. The Respondent's name, address, telephone number, email address, and fax number.
- B. The name, title or position, and telephone number of the individual signing the cover letter.
- C. The name, title or position, and telephone number of the primary contact or account administrator, if different from the individual signing the cover letter.
- D. The Respondent shall include a statement expressing the Respondent's willingness and ability to perform the work as described in this RFP and agreement to provide services and work products within the timeframes specified for each deliverable.
- E. A statement asserting that the Respondent meets the Minimum Qualifications (MQs) as described in Section I.D of this document.
- F. An explanation of the number of years and months the company has been doing business and of their knowledge and experience with providing the type of services outlined in the RFP.
- G. A statement that the Respondent agrees to the Terms and Conditions of this RFP and attests that they have read and will comply with the requirements set forth in this RFP without change or modification.

Attachment 3

Narrative Statement of Work Response (Max. 350 Points)

For each of the following project tasks or deliverables, the Respondent must provide a narrative response to the SOW demonstrating capability and describing proposed strategies and quality controls to be used for all deliverables. Sufficient details must be given and must include samples of past projects and examples of the Respondent's ability to meet deadlines and of their managerial experience.

The response must demonstrate that the Respondent can develop and implement a public outreach, education, and media campaign, responsive to RFP's requirements.

The bidders shall include a written narrative detailing the following components:

1. Detailed Work and Implementation Plan

- Describe how you propose to perform a statewide public outreach, education, and media campaign for all potential claimants using the criteria set forth in Exhibit A, Scope of Work. Bidders should include a special emphasis on specific population groups and areas identified.
- Identify any critical milestones, phases or decision points, including:
 - Each task and activity required to achieve each critical milestone, phase or decision point.
 - Any tasks that are inter-related with one another.
 - Any task that has dependencies and identify such dependencies.
 - Start and end dates for each task, milestone and/or critical decision point.
 - Type of resource that will be needed to accomplish each task.
 - Includes ongoing updates and revisions to the plan with EDD approval.

2. Describe how you propose to conduct statewide public outreach, education, and a media campaign, including how you plan to develop and deploy the following:

- Messaging and collateral (beyond what is currently in use by the EDD), in print and digital formats, that targets audiences and prospective customers, as well as communication channel partners including, but not limited to state and local partners, employers (large and small), community-based organizations, and more as recommended by the vendor in numerous languages (including English, Spanish, Armenian, Cantonese, Mandarin, Vietnamese, Tagalog, and Punjabi) deemed appropriate for the specific tactic; and promotional items that can be given out to prospective customers at outreach events. Any print collateral will be produced, but NOT printed, under this contract. The vendor would have to design the materials to meet the requirements of the EDD's printing capabilities. Printing costs will be absorbed by the EDD. Chosen vendor will need to address and incorporate any programmatic changes in affected collateral that may come during lifecycle of this contract.
- Paid Media Strategy and Placement, including, but not limited to ethnic-cultural media, social media, search engine marketing, radio, and print. Describe how advertising and

other materials will be developed and produced to strengthen public understanding of how customers receive their benefit payments with the ACH expansion.

The Respondent must also present three case studies of actual past outreach campaigns conducted by the Respondent, with samples of work for each, and describe how the campaign and/or program was effective in responding to the requestor's needs. The samples must demonstrate the Respondent's ability to recommend effective messaging strategies through various communication vehicles, including the EDD's social media channels (Facebook, Twitter, LinkedIn, and Instagram accounts).

3. Mid- and Post-Advertising/Marketing Campaign Results Reports

- Upon completion of the first year of funding (SFY 2023-2024), the EDD requires the vendor to produce a mid-campaign summary report of the campaign effectiveness and any findings and recommendations to strengthen the overall outcome of the campaign moving forward. Upon the completion of the public outreach and education campaign, the EDD requires the vendor to produce a final summary report of campaign efforts, overall campaign effectiveness, and any findings and recommendations to strengthen awareness moving forward. Explain what methods and strategies would be used to fully assess the effectiveness and success of the outreach campaign, which would be detailed in the mid-campaign and final results report.

Attachment 4

Company Résumé and References (Max. 150 Points)

Company Résumé

The Respondent must submit a Company résumé that identifies prior engagements similar in size and scope to the SOW. The Respondent shall include a statement expressing Company-wide resources the Respondent will make available to further enable Contractor staff engaged on the Project. A minimum of at least (3) years working with governmental entities is required.

Company References

Using the Company Reference Form below, Respondent shall provide three (3) company references. All references must contain original signatures. Three (3) references may be for projects completed within the past five (5) years OR two (2) references may be for projects completed within the past five (5) years and one of the three (3) references can be for an ongoing project. Submission of more than three (3) references will not glean extra points. Only the first three (3) references included in the response will be reviewed. Multiple references from one customer will not be accepted.

The EDD may contact customer references during the week following submission of Proposals to validate the information provided by the Respondent and to determine the customer's overall satisfaction with the services provided. It may prove beneficial, therefore, for the Respondent to verify that the contact information provided is up-to-date, and that the reference will be available during the period of time that the EDD will be validating references.

Company references may not include individuals currently working for the Respondent. All references must contain original signatures. Failure to provide all three (3) references may be cause for rejection of the Proposal.

Contractor Subcontracting

Subcontracting will be permitted for this contract. If subcontractors are to be used, the Proposal must include a description of each person or firm and the work to be done by each subcontractor. No work shall be subcontracted unless listed in the Proposal. The Proposal must include a list and resume for each of the subcontractors' key personnel listed to provide services under the Agreement if that subcontractor is anticipated to receive 10 percent of the total agreement value.

If using subcontractors, the EDD may exercise the option to replace subcontractor(s) at any time during the contract if unsatisfied with their services.

Company Reference Form

COMPANY NAME (RESPONDENT): _____

Note to Customer Reference: The Company above is providing you this customer reference form to verify your overall satisfaction of their performance. The Company (Respondent) will earn points on their Proposal based on your evaluation of their performance. Performance will include scheduling, execution, and quality of personnel, coordination, communication, and the final result.

Customer Reference Company Name: _____

Customer Reference Contact Person and Title: _____

Customer Reference Contact Address: _____

Telephone Number: _____ Fax: _____ E-mail: _____

Dates of Project: Start: _____ End: _____ Total Amount of Project: _____

Provide a brief description of the services performed by the Company:

Customer Satisfaction Rating:

On a scale from one (1) to ten (10) with ten being the highest rating, rate the Company's overall performance on the services provided.

How successful was Company in linking customer needs to deliverables to support your service?

1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__

How well did Company manage the project, complete expected tasks, and produce deliverables?

1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__

How well did the Company manage within the original contract timeframes?

1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__

How well did the Company manage within the original contract budget?

1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__

How successful were the Company's efforts to the overall operational outcome of this project?

1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__

Would you hire this company again? YES (10) _____ NO (0) _____

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein, and, to the best of my knowledge and belief, all information is accurate.

Signature, Customer Reference Contact Person

Date

Attachment 5

Staff Résumés and Qualification Matrices (Max. 100 Pts.)

Staff Résumés are required for each Contractor staff member proposed to work on the project and can be submitted in individual formats.

The Staff Qualifications Matrices will be the basis for determining whether mandatory qualifications experience requirements have been met. The Respondent must initial in the appropriate “Respondent Agrees” column to assert the staff offered have the mandatory qualifications experience. ***Mandatory qualification claims must also be included in the individual’s résumé as verification of that experience.***

Respondent shall insert the name of each Contractor staff member proposed to work on the project in the Staff Qualifications Matrix below. At a minimum, the following two (2) roles are mandatory:

A. Project Manager or equivalent

A Bachelor’s Degree in Business Management, Marketing, Communications, or related field is required. The proposed project manager must demonstrate five years (5) of experience managing communication/marketing projects and the ability to manage multiple projects simultaneously, set priorities, utilize resources, identify and address problems, and meet deadlines. Proposed project manager must be able to work with designated EDD staff and possess strong interpersonal skills with an emphasis on customer service, teamwork, and communications.

B. Communications, Marketing Specialist or equivalent

A Bachelor’s Degree in Business Management, Marketing, Communications, or related field is required. A minimum of three years of marketing, communications, or related experience. Proposed staff person must demonstrate ability to set priorities, utilize resources, identify and address problems, and meet deadlines. Proposed staff person must be able to work with designated EDD staff and possess strong interpersonal skills with an emphasis on customer service, teamwork, and communications.

Proposals submitted without these two required staff roles shall be rejected.

It is understood that these two roles are not an exhaustive list of staff for each Activity area defined in this RFP to meet the SOW. Please note it is understood that potentially a “general” role will need to be used in performance of the contract. The narrative needs to address the specific requirements of each role.

In matrix below, the two columns entitled “Respondent Agrees” are for the Respondent to indicate the required staff being proposed meets the qualifications requirements, by initialing in the respective box. Any cell that is not initialed shall be interpreted by the state to mean that mandatory or desirable experience qualification is unmet.

Any proposal submitted without the Respondent’s initials in the “Respondent Agrees” column for any mandatory qualifications shall be rejected. The state will validate the specified mandatory and desirable requirements against the corresponding staff résumé.

Desired qualifications, in total, will be assigned up to a maximum of 100 points based on the criteria percentage described in Section II, D.1.

Staff Qualifications Matrix

Staff Name:		Role: Project Manager or Equivalent			
Mandatory Qualification		Contractor Agrees (Initial here and reference the staff résumé page number)	Desirable Qualification		Contractor Agrees (Initial Here)
M1	Bachelor’s Degree in Business Management, Marketing, Communications, or related field.		D1	Demonstrated experience with developing and designing a statewide campaign for health care, government services, or related benefit programs.	
M2	Demonstrated five years (5) of experience managing communications/marketing projects.		D2	Demonstrated experience with statewide outreach and public information campaigns conducted in California for diverse socioeconomic and demographic populations.	
M3	Demonstrated ability to manage multiple projects simultaneously, set priorities, utilize resources, identify and address problems, and meet deadlines				
M4	Strong interpersonal skills with an emphasis on customer service, teamwork, and communications.				

Mandatory Qualification		Contractor Agrees (Initial Here)	Desirable Qualification		Contractor Agrees (Initial Here)
M1	Bachelor's Degree in Business Administration, Marketing, Communications or related field.		D1	Demonstrated ability with outreach/marketing for health care, government services, or related benefit programs.	
M2	A minimum of three (3) years of marketing/communications or related experience.		D2	Demonstrated experience with statewide outreach and public information campaigns conducted in California for diverse socioeconomic and demographic populations.	
M3	Strong interpersonal skills with an emphasis on customer service, teamwork, and communications.		D3		
M4	Demonstrated ability to set priorities, utilize resources, identify and address problems, and meet deadlines.				

Additional Contractor Roles:

All other staff included in the RFP response should be listed here. No additional points will be awarded for the specific content of their résumés. Repeat this table for needed number of staff that should be listed.

Staff Name:	Role:
Qualifications	

Attachment 6

Deliverable and Cost Matrix

Complete the following table with the fixed-price amount of each of the deliverables described in the Section IV Exhibit A - Scope of Work, J. Deliverables. Deliverables are fixed price and the total of all deliverables may not exceed Three Million Six Hundred Thousand Dollars and No Cents (\$3,600,000) total over two years, allocated as 1.2 Million Dollars in SFY 2023-2024, and 2.4 Million Dollars in SFY 2024-2025. Costs are evaluated and scored based on the criteria and process described in Section II, D.6. Deliverable and Cost Matrix. There is a maximum amount of 300 points available for the Deliverable Cost Matrix.

The EDD expects the Proposer to put forth its best efforts to obtain the best possible price for all project costs. The Deliverable and Cost Matrix becomes a part of the resulting Agreement. Deliverables are paid at the fixed-price specified in the matrix. EDD acceptance of the deliverable is required before invoicing and payment of deliverables. The EDD may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable listed in Attachment 6, Deliverable and Cost Matrix. Any excess shall be at no cost to the EDD. NOTE: For Deliverable 2, Statewide Public Outreach, Education, and Media Campaign, the Contractor can invoice the EDD for individual media advertisements as they are purchased by the Contractor. The EDD must approve the content of any such advertisement before invoices can be submitted.

Hourly Labor Rates

The Proposer shall provide an hourly rate for the applicable job titles/classifications for the Proposer and their subcontractors. (Note: the EDD recognizes that job titles/classifications within a proposer's organization may vary from the job titles/classifications that follow. However, the Proposer shall use the job titles/classifications listed under the applicable deliverables for the purposes of establishing the hourly labor rate for evaluating and scoring the Deliverable and Cost Matrix). Hourly labor rate shall include all labor related indirect costs such as overhead and staff personnel benefits.

Media Cost

The Net Media Buy Cost means the total (\$ amount) cost of Media Buy (of Prime and all Subs) proposed on the Deliverable and Cost Matrix, and does not include Labor costs or markup cost on Media Buys of the Prime and Subcontractors. Mark-up percentage must also cover all costs associated with production of advertising materials such as graphics, video and/or audio recording.

The total Media Buy cost is the Net Media Buy cost plus the Markup cost. For purposes of scoring the Media Buy Markup, the Media Buy Markup Percentage will be calculated as follows:

$$\frac{\text{Total Cost (\$ amount) of Media Buy Markup (including Prime and all Subs')}}{\text{Total Cost (\$ amount) of Net Media Buy (including Prime and all Subs')}} \times 100$$

Deliverable and Cost Matrix			
DELIVERABLE #1 - Detailed Work and Implementation Plan			
Job Titles/Classifications (including subcontractors)	Hourly Rate	Hours	Total Cost
Project Manager or equivalent	\$		\$
Account Manager/Marketing Specialist or equivalent	\$		\$
Account Assistant	\$		\$
Creative Manager	\$		\$
Creative Designer	\$		\$
Support Staff	\$		\$
Total Deliverable #1			\$
Deliverable #2 – Statewide Public Outreach, Education, and Media Campaign¹			
a. Messaging and Collateral			
Job Titles/Classifications (including subcontractors)	Hourly Rate	Hours	Total Cost
Project Manager or equivalent	\$		\$
Account Manager/Marketing Specialist or equivalent	\$		\$
Account Assistant	\$		\$
Creative Manager	\$		\$
Creative Designer	\$		\$
Support Staff	\$		\$
Total Deliverable #2.a			\$
Deliverable #2 - Statewide Public Outreach, Education, and Media Campaign			
b. Paid Media Strategy and Placement – Labor Cost			
Job Titles/Classifications (including subcontractors)	Hourly Rate	Hours	Total Cost
Project Manager or equivalent	\$		\$
Media Planner/Buyer	\$		\$
Account Manager/Marketing Specialist or equivalent	\$		\$
Account Assistant	\$		\$
Creative Manager	\$		\$
Creative Designer	\$		\$
Support Staff	\$		\$
Total Deliverable #2.b – Labor Cost			\$
Deliverable #2 - Statewide Public Outreach, Education, and Media Campaign			
b. Paid Media Strategy and Placement – Media Cost (Non-Labor)			
		Percent Markup	Total Cost
Net Media Buy (including subcontractors)			\$
Media Buy Markup (including subcontractors)			\$
Total Deliverable #2.b. – Media Cost			\$

¹ EDD approval of the work plan (Deliverable #1) is required before implementation of outreach activities.

Deliverable and Cost Matrix			
Deliverable #3 – Mid- and Post-Advertising/Marketing Campaign Results Reports			
Job Titles/Classifications (including subcontractors)	Hourly Rate	Hours	Total Cost
Project Manager or equivalent	\$		\$
Account Manager/Marketing Specialist or equivalent	\$		\$
Account Assistant	\$		\$
Creative Manager	\$		\$
Creative Designer	\$		\$
Support Staff	\$		\$
Total Deliverable #3			\$
Total Contract Cost			\$

Attachment 7 Iran Contracting Act

(Public Contract Code sections 2202-2208)

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 to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

Option #1 - 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.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Option #2 – Written Permission from DGS

Pursuant to Public Contract Code, Section 10477(b), the Director of the Department of General Services 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 Department of General Services 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

Attachment 8
Payee Data Record (STD 204)

The Contractor shall provide a completed Payee Data Record. Download, print and sign the PAYEE DATA RECORD FORM ([STD 204](https://documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf)) (documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf) from the Department of General Services.

**Attachment 9
Workers' Compensation Certification**

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Agreement.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State, Zip

Attachment 10
Certificate of Status – California Secretary of State

Corporations, Limited Liability Companies (LLCs) and Limited Partnerships (LPs) must be registered with the California Secretary of State (SOS) to be awarded a contract. The Secretary of State Certificate of Status must be included with the Proposal. The Secretary of State may be contacted at:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: 916-657-5251

Required document(s) may also be obtained through the following website:

<https://bizfileonline.sos.ca.gov/search/business>

Attachment 11
Small Business (SB) Certification (if applicable)

If your company is a certified California Small Business, you must include a copy of your Department of General Services certification with your proposal.

Attachment 12
Bidder Declaration

Complete the [Bidder Declaration](https://documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf) form (documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf).

**Attachment 13
Darfur Contracting Act Certification**

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 to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

Option #1 - 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.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Option #2 – Written Permission From DGS

Pursuant to Public Contract Code, Section 10477(b), the Director of the Department of General Services 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 Department of General Services 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

IV. Exhibit A – Scope Of Work

A. Overview

The purpose of this contract is to increase awareness and equitable access to California's diverse communities in regards to the Department's implementation of Chapter 78, Statutes of 2021 (AB 138), which requires the EDD to provide a person entitled to receive benefits under the State's Unemployment Insurance program or the Disability Insurance program the option to receive payments directly deposited by electronic fund transfer into a qualifying account of the recipient's choice, in addition to other alternative disbursement payment methods such as debit cards and checks.

This marketing, outreach, and education contract will support the required education, notification, and communication needed to ensure a smooth transition for the millions of EDD customers impacted by AB 138. This contract will assist in the development of new outreach materials to help prepare EDD customers for the transition and provide information about their old debit card, their new debit card, and the new direct deposit option.

The types of communication vehicles may include, but are not limited to: printed materials, paid advertising, earned media, online and technology based advertising, partner publications, and other recommended communication vehicles as identified by the Contractor.

This strategic marketing and outreach campaign will utilize cost-efficient digital advertising to reach California's diverse populations, such as individuals in diverse racial, ethnic, and cultural groups; English, limited-English proficiency, and non-English speaking populations (where the campaign will be designed and developed in a manner in which it can be successfully implemented in multiple languages); and low-income and underserved populations.

The Contractor shall provide a mid-campaign and final summary report of effectiveness and any finding to strengthen the overall outcome of the campaign. Components of the statewide campaign should include, but are not limited to:

- Strategies targeting California's diverse populations, such as individuals in diverse racial, ethnic and cultural groups; English, limited-English proficiency, and non-English speaking populations.
- Messaging and collateral material development in print and digital formats.
- Advertising creative development and production.
- Paid media strategy and placement; digital, social media and search strategy and communications.
- Post-advertising and marketing campaign effectiveness results provided in a report.

B. Strategic Statewide Outreach, Education, and Marketing Plan Development and Implementation

In collaboration with EDD staff, and subject to final approval, the Contractor shall design and implement a multi-faceted, multi-channel, multi-lingual, cohesive strategic marketing plan to reach the most diverse audiences in California. The plan shall include short-term and long-term statewide outreach, education, and marketing strategies to inform Californians of how they can receive their benefits.

The statewide campaign shall identify comprehensive strategies with a special emphasis on targeted areas and populations to increase awareness statewide. When developing and designing the statewide outreach campaign, the Contractor shall, at a minimum, perform the tasks and services as set forth in the SOW.

The Contractor shall conduct a review of the EDD website, social channels, current creative platforms, materials, and communication vehicles such as the application process to familiarize itself with the past and present outreach directions, understand key insights, and provide strategic recommendations for outreach activities and improvement.

The types of communication vehicles in the campaign may include, but are not limited to the following:

- Printed materials, such as flyers, brochures, trifolds, panel cards, posters, bulletin boards, bus advertisements.
- Digital materials, including infographics, and videos.
- Paid advertising, such as radio, television, and newspaper ads.
- Earned media (e.g., editorials, Op-Eds, stories, and interviews)
- Online and technology-based advertising, including use of social media and social media influencers.
- Partner publications and websites.
- Partnerships with ethnic media, community and local entities, community-based organizations, advocacy groups, social workers, employers, other state and local agencies and departments serving similar target populations.
- Other recommended communication vehicles as approved by the EDD.

C. Collateral Material Development

Any messaging and collateral must adhere to EDD graphic and writing standards, be culturally relevant, and reflect California's diversity.

The Contractor shall:

1. Develop an overarching strategic plan for culturally and linguistically appropriate collateral materials, which includes concept, design, evaluation, and recommendation on the best use of both printed and digital marketing collateral that support EDD priorities and needs.
2. Ensure messaging and collateral materials target current and prospective customers, or communication channel partners, utilizing materials in numerous languages reflective of the diverse community the product is created for.
3. Ensure messaging and collateral pieces equip customers with clear, easy-to-understand explanations of ACH expansion information.
4. Be responsible for evaluation of current collateral pieces' effectiveness, update of existing pieces when appropriate, and provide recommendation of new materials to better address new needs, as required.

D. Advertising

1. The Contractor shall develop culturally relevant, strategic, general market and in-language multi-cultural marketing tailored to Californians.
2. The Contractor shall strategically develop production assets and derivative works to support the campaign and work collaboratively with any subcontractors to do the same.
3. The Contractor shall facilitate and execute the evaluation process of messages, creative concepts, and campaign results, and ensure efforts are customized to best reach designated target populations, as recommended by the Contractor and approved by the EDD.
4. If required to fulfill the SOW, the Contractor shall also oversee qualified subcontractor's efforts to successfully address the goals and objectives of the contract.
5. The Contractor shall have the capacity, directly or indirectly, to provide certified and timely translation services for Armenian, Cantonese, Mandarin, Vietnamese, Tagalog, and Punjabi advertising efforts. Additionally, the Contractor must possess the ability to translate these languages for any printed or digital materials, as designated by the EDD. NOTE: The EDD will provide any needed Spanish translation services.
6. The Contractor shall use commercially reasonable efforts to negotiate the most-cost-effective buy-outs and talent agreements. The EDD shall have rights to images for

unlimited and future usage (i.e. no stock images with royalty fees or rights-managed images).

7. Production planning should include taggable versions of ads for use in later campaign stages to be easily adaptable for continued use.
8. The Contractor shall provide copies of all produced advertising files, final scripts; and talent, graphic, illustration and photography releases to the EDD for the purpose of continued use and archiving. Mechanical files or all graphics; materials; print, out-of-home, and digital ads are requested to be sent to the EDD for future use. If applicable, master files of television, video, and radio are required to be kept at a California media warehouse to be trafficked, archived, and available for any future use. The Contractor will take responsibility for campaign assets and will transfer all rights to the EDD once the contract ends.

E. Paid Media Strategy and Placement

1. The Contractor shall provide the EDD with an integrated, multi-channel Paid Media Strategy as part of the overall Strategic Marketing Plan development process.
 - a. The Paid Media Strategy should consist of a comprehensive, multi-faceted, strategic approach to outreach and educate California's diverse population about the ACH expansion. The Paid Media Strategy shall be anchored in ethnic, regional, and language diversity. It shall effectively reach eligible English, non-English speaking, and limited-English proficiency populations and ethnic segments at levels that are proportionally commensurate with their eligibility and size. The primary focus shall be on maximizing media availabilities and placing dollars against an appropriate media mix that aligns with media consumption behavior.
 - b. The Paid Media Strategy shall complement other outreach efforts in order to maximize the impact of the EDD's marketing efforts.
2. The Contractor shall provide the EDD with media planning and buying recommendations that look holistically at year-round advertising opportunities that enable the EDD to make strategic decisions when finalizing media plans; identify the optimal media mix, media channels, and media properties for reaching multiple target segments; and maintain flexibility to adjust to the EDD's potentially changing needs during the contract period.
3. The Contractor shall determine and implement a framework to evaluate media effectiveness, optimize campaign performance while in-market, provide campaign performance analysis, and provide strategic recommendations for applying learnings to future marketing efforts.
4. The Contractor shall develop a cost-effective media plan. The cost-effective media plan must be able to drive awareness of how customers can receive their benefits with the ACH expansion. It may include, but is not limited to:

- a. Ethnic-cultural media.
- b. Integration of the Paid Media Strategy with other digital efforts (social media, paid social, and search engine marketing).
- c. Television (TV) – broadcast and cable TV with a broad reach in varied day parts and programming.
- d. Radio, out-of-home, print, direct mail, email, and paid digital media.
- e. Publications.

F. Mid- and Post-Advertising Marketing Campaign Results Reports

1. The Contractor shall provide comprehensive campaign performance analysis and results reports upon completion of the first year of funding (SFY 2023-24) and at the end of the Contract. The campaign results report should include:
 - a. Summary of deliverables (reach, frequency, Target Rating Points, impressions, bonus weight, added value, partnership activity, etc.).
 - b. Evaluation of cost efficiency as compared to industry standards.
 - c. Assessment of campaign effectiveness in achieving the EDD’s goals and objectives of increased ACH expansion awareness and likelihood of usage.
 - d. Recommendations based on learnings to continue, discontinue, or improve education and outreach activities, and to help shape business and outreach direction, and future marketing efforts.
2. The Contractor shall provide the EDD with access to all non-proprietary data related to the marketing campaign (including raw data and data modified for analyses and modeling) and information produced, delivered, and otherwise used under this contract. All information and data collected related to the EDD will be made available to the EDD.
3. The Contractor shall be responsible for collecting, documenting, updating, and protecting data from unauthorized use, disclosure, or release of all information used, gathered, or developed as a result of the work under this contract. This data must be securely retained for three years after the conclusion of this Contract.

G. Digital, Social Media, and Search Strategy and Communications

The Contractor shall approach all online, branded efforts holistically and provide strategic consultation on and implementation of comprehensive social media promotions and search engine marketing (SEM) plans with the goal of increasing awareness, further media reach, encouraging EDD program usage, and successful navigation to the [EDD’s website](http://edd.ca.gov) (edd.ca.gov). Efforts include, but are not limited to:

1. Social Media

- a. Develop proactive social media strategies and tactics likely to create interest and attention to complement the EDD's marketing efforts, track campaign effectiveness, and analyze and report findings.
- b. Develop content and graphics for social media communications across various social media channels (Facebook, Twitter, Instagram, and LinkedIn) in English, Spanish, and other languages as needed or directed by the EDD.
- c. Develop social media promotional plan and tactics (e.g., paid social) to help drive awareness through social media channels. Ensure that social media and paid social are integrated in terms of content and schedule.

2. Search Engine Marketing (SEM)

- a. Develop cost-effective SEM strategies and tactics to drive traffic to the [EDD's website](http://edd.ca.gov) (edd.ca.gov).
- b. Incorporate fluid campaign elements and real time results, ongoing optimization, and develop keywords and copy that helps increase traffic and customer engagement.
- c. Ensure that SEM strategies and executions are integrated extensions of the in-language campaigns.

3. Reporting and Analysis

- a. Provide campaign reporting and analysis for social media, paid digital, and SEM.
- b. Integrate the above analysis with the overall campaign performance analysis of all advertising activities for the contract period.

H. Period of Performance

This Contract begins on the date indicated on the Standard Agreement (STD 213) cover sheet or upon final approval, whichever is later. The term of the Contract shall be through June 30, 2025.

The Contractor shall not deliver or commence performance of services under this Agreement until it has received written direction to do so from the EDD. Any services provided prior to direction from the EDD shall be considered voluntary on the part of the Contractor.

The Contractor will be reviewed near the end of the contract term to evaluate success in meeting performance goals. The EDD reserves the right to terminate contracts that are not meeting performance goals.

I. Deliverables

The high-level deliverables are listed in the chart below. EDD approval of all concepts, ideas, messaging, collateral, materials, and media/outreach activities is required before release or implementation.

No.	Deliverable	Due Date
1	<p>Detailed Work and Implementation Plan</p> <ul style="list-style-type: none"> • Describe how you propose to increase awareness statewide for all potential claimants using the criteria set forth in Exhibit A, Scope of Work. Bidders should include a special emphasis on specific population groups and areas identified in the provided market research report. • Identify any critical milestones, phases, or decision points, including: <ul style="list-style-type: none"> ○ Each task and activity required to achieve each critical milestone, phase, or decision point. ○ Any tasks that are inter-related with one another. ○ Any task that has dependencies and identify such dependencies. ○ Approximate start and end dates for each task, milestone, or critical decision point. ○ Type of resource that will be needed to accomplish each task. • Includes ongoing updates or revisions to the plan with EDD approval. 	<p>Within 15 business days of execution of contract.</p> <p>Update plan monthly as warranted</p>
2	<p>Statewide Public Outreach, Education, and Media Campaign</p> <ul style="list-style-type: none"> • Messaging and collateral (beyond what is currently in use by the EDD), in print and digital formats, that targets audiences and prospective customers as well as communication channel partners including, but not limited to stakeholders such as state and local agencies, employers (large and small), and community-based organizations, in numerous languages (including English, Spanish, Armenian, Cantonese, Mandarin, Vietnamese, Tagalog, and Punjabi) deemed appropriate for the specific tactic; and promotional items that can be given out to prospective customers at outreach events. Any print collateral will be produced, but NOT printed, under this contract. The vendor would have to design the materials to meet the requirements of the EDD's printing capabilities. Printing costs will be absorbed by the EDD. Chosen vendor will need to address and incorporate any programmatic changes in affected collateral that may come about during the lifecycle of this contract. 	<p>Begin within four weeks of execution of contract until end of contract.</p>

	<ul style="list-style-type: none"> • Paid Media Strategy and Placement (ad buy) including, but not limited to ethnic-cultural media, any paid social media, search engine marketing, radio, and print. Describe how advertising and other materials will be developed and produced to strengthen public understanding of their benefits and how to receive them under the ACH expansion fast and easy. <p>The Respondent must also present three case studies of actual past outreach campaigns conducted by the Respondent that are similar in nature to the strategies proposed for this Contract. Provide samples of work for each and describe how the campaign and/or program was effective in responding to the requestor’s needs. The samples must demonstrate the Respondent’s ability to recommend effective messaging strategies through various communication vehicles, including the EDD’s social media channels.</p>	
3.	<p>Mid- and Post-Advertising/Marketing Campaign Results Reports</p> <ul style="list-style-type: none"> • Upon completion of the first year of funding (SFY 2023-2024), the EDD requires the vendor to produce a mid-campaign summary report of the campaign effectiveness and any findings and recommendations to strengthen the overall outcome of the campaign moving forward. Upon the completion of the public outreach and education campaign, the EDD requires the vendor to produce a final summary report of campaign efforts, overall campaign effectiveness, and any findings and recommendations to strengthen awareness moving forward. Explain what methods and strategies would be used to fully assess the effectiveness and success of the outreach campaign, which would be detailed in the mid-campaign and final results reports. 	Four weeks before end of contract.

J. Contractor Responsibilities

The Contractor shall:

1. Designate a person to whom all project communications may be addressed.
2. Attend meetings with EDD personnel to discuss project status.
3. Provide, at a minimum, monthly updates on the detailed work and implementation plan.
4. Produce messaging and collateral that adheres to EDD graphic and writing standards, is culturally relevant, and reflects California’s diversity.
5. Provide, at a minimum, monthly status reports of the campaign in a marketing analytics dashboard format or summary format that includes:
 - a. Total impressions delivered by medium.
 - b. Actual ratings delivered.

- c. Target demographics (e.g., age, gender, user type, racial or ethnic group).
 - d. Network and station type and days aired and times, if applicable.
 - e. Click-through-rates, cost-per-click, cost-per-lead, if applicable.
 - f. Types of measurement and detailed viewer data, as available and when requested.
6. Provide a decision log in an agreed-upon format that outlines any changes/updates to the campaign.
 7. Comply with all applicable EDD policies and procedures.
 8. Provide all electronic documents to the EDD in a format compatible with the EDD's standard applications (e.g., Microsoft Office and Adobe PDF). The EDD's current standard applications include Microsoft (MS) Windows 2010, MS 365 Apps for Enterprise (includes Outlook), and Adobe Acrobat.
 9. Verify that its applications are compatible prior to delivery of any electronic documents to the EDD. The EDD shall approve in writing any other format to be used by the Contractor.
 10. EDD approval of the work plan is required before implementation of outreach activities.

K. State Responsibilities

The EDD is the Project Sponsor and is responsible for program and policy. The following are areas of responsibility for the EDD staff:

1. Responsible for oversight of development and implementation activities, ensuring compliance with federal and state regulations, budgetary approvals, contract management, and procurement.
2. Provide access to applicable information including, but not limited to policy and procedures, and information about how to receive benefits with the ACH expansion.
3. As necessary, provide workspace including desks, chairs, telephones, personal computers, printer access, and Internet connections.
4. Review all Contractor work submitted to the EDD Project Manager for completeness, accuracy, and adherence to standards.
5. Make EDD personnel available for assistance as required by the Contractor.

L. Contract Changes

If a significant change occurs to the project scope during the term of the Contract, the contractor will submit written requests to the EDD Project Manager for approval of

proposed Contract changes. The EDD shall submit written requests to the Contractor for approval of proposed contract changes. Changes to the Contract must be changed by a written amendment to this Contract and be approved by the EDD and the Contractor.

M. Contractor Staff Requirements

1. The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify the EDD in writing of all changes in personnel assigned to this Contract as soon as is practicable.
2. The Contractor agrees that if the EDD determines that Contractor personnel are failing to adequately perform services, the Contractor shall provide substitute personnel that meet all minimum qualifications as stated in this Contract.
3. The Contractor agrees that if Contractor personnel assigned to the project are unable to perform their duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide substitute personnel that meet all minimum qualifications as stated in this Contract.

N. Work Acceptance

The EDD shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of the Agreement. Should the work performed or products produced by the Contractor fail to meet the minimum EDD conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

1. The EDD shall notify the Contractor in writing, within 10 business days after receipt of each deliverable or after completion of each phase of service of any acceptance problems by identifying the specific inadequacies or failures in the services performed or products produced by the Contractor.
2. If the deliverable is not approved, the Contractor will be notified in writing within 10 business days and must take appropriate measures to correct or remedy the reasons for rejection within five business days of notification.
3. The Contractor shall within five business days after initial problem notification respond to the EDD by submitting a detailed explanation describing precisely how the identified services or products actually adhere to and satisfy all applicable requirements or a proposed corrective action plan to address the specific inadequacies or failures in the identified services or products. Failure by the Contractor to respond to the EDD's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. The EDD shall within five business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan notify the Contractor in writing

whether it accepts or rejects the explanation or plan. If the EDD rejects the explanation or plan, the Contractor will submit a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to the EDD notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

5. The EDD shall within five business days of receipt of the revised corrective action plan notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

O. Invoicing and Payment

In consideration of services performed, the EDD agrees to pay the Contractor for services satisfactorily performed. The Deliverable and Cost Matrix becomes a part of the resulting Agreement. Deliverables are paid at the fixed price specified in the matrix. EDD acceptance of the deliverable is required before invoicing and payment of deliverables. The EDD may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable listed in Attachment 6, Deliverable and Cost Matrix. Any excess shall be at no cost to the EDD.

Note: For Deliverable 2, Statewide Public Outreach, Education, and Media Campaign, the Contractor can invoice the EDD for individual media advertisements as they are purchased by the Contractor. The EDD must approve the content of any such advertisement before invoices can be submitted.

Invoices shall include the Agreement Number **M94372-7100** and be submitted in triplicate in arrears to:

Employment Development Department
Disability Insurance Branch
800 Capitol Mall, MIC 85
Sacramento, CA 95814
Attn: Kelsey Howard
Kelsey.howard@edd.ca.gov

Invoices must include a certification statement signed by a company official attesting to the accuracy of the invoice data.

If the EDD rejects all or part of the Contractor's work or work product, the EDD shall withhold payment for the rejected work product and shall notify the contractor in writing of the reason why the work product was rejected. The Contractor shall take appropriate measures to correct the work and demonstrate to the EDD that the Contractor has successfully completed the work before payment can be made.

The Contractor may not invoice the EDD for any costs exceeding the maximum amount identified for each specific deliverable listed in Attachment 6, Deliverable and Cost Matrix. Any excess shall be at no cost to the EDD.

P. Contract Disputes

1. The parties shall deal in good faith and attempt to resolve potential disputes informally. If disputes persist, the Contractor shall submit to the EDD Director or designee a written demand for a final decision regarding the disposition of any dispute between the Contractor and the EDD relating to this Contract, unless the EDD on its own initiative has already rendered a decision. The Contractor shall submit their signed (by an authorized person) written demand documenting fully the factual information, and cost adjustment, if any. If the Contractor is not satisfied by the decision of the EDD, the Contractor may appeal the decision to the Department of General Services.
2. Pending the resolution of any dispute, the Contractor agrees to proceed with the performance of this Contract. The Contractor's failure to comply in accordance with the EDD's instructions shall be considered a material breach of the Contract.
3. The EDD shall notify the Contractor in writing of any final decision signed by the Director or designee if an appeal was made. If the EDD fails to render a final decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The EDD's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one year following the accrual of the cause of action, whichever is later.

Q. Contractor Evaluation

Within 60 days after the completion of the Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under the Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation (PCC 10369).