Scope of Work for the 2014 Public Education and Outreach Media Contract

A. Background

1. Authority

The California Children and Families Commission (also known by and hereinafter referred to as "First 5 California") has established pursuant to state law (Health and Safety Code Section 130105(d)(1)(A)) a Mass Media Communications Account for expenditures for communications to the general public utilizing television, radio, newspapers, and other mass media on subjects relating to and furthering the goals and purposes of the California Children and Families Act of 1998. These goals and purposes include, but are not limited to, methods of nurturing and parenting that encourage proper childhood development; the informed selection of child care; information regarding health and social services; the prevention and cessation of tobacco, alcohol, and drug use by pregnant women; the detrimental effects of secondhand smoke on early childhood development; and ensuring children are ready to enter school.

2. Purpose of Agreement

This Agreement secures professional full-service advertising services to perform effective planning and project management of media campaigns to educate Californians about the healthy development and education of children ages 0 to 5.

The contractor will be responsible for research, design, and development of at least two statewide media campaigns focused on the health, development, and well-being of children ages 0 to 5. Campaign topics will vary widely, but will be based on current research and trends.

The contractor will be responsible for conducting market research and analyzing secondary research used to influence the development and execution of campaigns utilizing television, radio, print, outdoor, and other emerging new technologies as a means to reach audiences statewide.

The campaigns must target California's diverse population of parents, caregivers, and families of children ages 0 to 5, including children with special needs, as well as hard-to-reach communities or communities not reached through traditional media.

The contractor must identify and design effective media placement and positioning of public education and advertising messages as well as social marketing and identify the merits of specific methodologies.

The campaigns must include concept, development, pre-test, production, implementation, and evaluation. The campaigns should be developed for general market, Spanish-language, African American, Asian Pacific Islander American (APIA) audiences, and any other audiences deemed appropriate, or as identified by market research and approved by First 5 California.

The campaigns must be consistent with and complementary to First 5 Californiafunded programs and services, and address the strategic initiatives identified in the First 5 California Strategic Plan.

The campaigns may promote First 5 California's 1-800-KIDS-025 toll-free number that is used to distribute the *Kit for New Parents* to new and expecting parents throughout California or other established programs. Collateral materials developed in concert with the campaigns should help brand First 5 California as an expert and reliable source of information for early childhood development issues.

The contractor must monitor campaign schedules, efficacy and impact, as well as development of a schedule of activities, reports, and implementation plans.

In addition to general media campaigns, the contractor will support First 5 California's diversity principles by researching and identifying, and then developing (either in-house or through a subcontractor) language-specific, culturally sensitive messages for California's Latino, African American, and APIA communities, including children with special needs and their families, and any other targeted populations approved by First 5 California.

3. Program Goals

The contractor shall direct its advertising methodology, research, creative design strategy, and implementation efforts supporting and aligning with the following media campaign and education program goals:

- 1. Increase awareness and educate parents and caregivers on the healthy development of children ages 0 to 5 years.
- 2. Identify, target, and reach California's diverse populations as well as communities that are traditionally hard to reach.
- 3. Identify and implement a broad range of new and emerging media strategies and technology as a means to reach and educate Californians about the healthy development of young children.

In addition, whenever feasible, and as appropriate, the contractor will work in collaboration with other agencies and organizations (e.g., WIC, California Department of Social Services, California Department of Health Services, etc.) to amplify messages and information targeted to families and caregivers of young children ages 0 to 5 years.

4. Brand First 5 California as a recognized and reliable source of information for issues relating to children ages 0 to 5 years.

B. Period of Performance

1. Term of Contract

The term of this Agreement is "Upon Department of General Services (DGS) Approval through December 31, 2017."

2. Work Authorization

The contractor shall not be authorized to deliver or commence performance of services as described in this agreement until written approval has been obtained from DGS. Any delivery or performance of service commenced prior to the contractor obtaining all required written approvals shall be considered voluntary on the part of the contractor. First 5 California is not authorized to reimburse the contractor for expenditures incurred prior to contract approval.

Option to Extend

First 5 California may unilaterally extend the term of this contract under the same terms and conditions for up to three years from the contract's expiration date.

4. Extended Service for Agency Change

First 5 California further reserves the right to continue operating under or further extend the initial contract, or any extension thereof, on 30 days' notice for multiple 90-day periods as First 5 California deems necessary for transition if a different contractor is chosen for a subsequent contract. To meet the requirements, the contractor, in consideration for entering into the Agreement, agrees to maintain its services in a state of readiness for any such periods after the completion of the contract term.

C. Work Location

Work will be performed at the primary office location of the selected contractor.

The contractor shall provide First 5 California, or designated state representatives, access to the administrative offices during normal working hours, Monday through Friday, except holidays, unless pre-approved in writing to do otherwise.

D. Project Representatives

The Project Representatives during the term of this Agreement will be:

Contract Manager	Contract Manager
First 5 California	Contractor
Jamiann Collins-Lopez	Name:
Communications Office	Title:
Phone: (916) 263-1042	Phone:
Fax: (916) 263-1360	Fax:
Email: <u>ilopez@ccfc.ca.gov</u>	Email:

Direct all fiscal inquiries to:

Invoice Coordinator	Invoice Coordinator
First 5 California	Contractor
Laurie Dibartolo	Name:
Administrative Services Division	Title:
Phone: (916) 263-1086	Phone:
Fax: (916) 263-1360	Fax:
Email: ldibartolo@ccfc.ca.gov	Email:

The parties must notify each other in writing within ten (10) business days of any change in Project Representatives.

E. Work to be Performed

As consideration for the compensation provided to the contractor under this Agreement, the contractor agrees to perform all services detailed in this Exhibit and fulfill all responsibilities in this Agreement.

Task Highlights

Task	Description	
1	Comprehensive Project Management and Task Coordination	
2	Market Research	
3	Media Campaign Design	
4	Budget Development	
5	Production	
6	Advertising Implementation	
7	Technical Assistance to First 5 County Commissions	
8	Public Relations Opportunities and Activities	
9	Assist with First 5 California State Commission (State Commission)	
9	Presentations and Responses	
10	Evaluation	
11	Security and Storage of Products and Materials	
12	Contract Closure and Product/Material Transfer	
13	Records Management	

Task Detail

The contractor shall be responsible for the performance of work as set forth herein and for the deliverables as specified in section F, Schedule of Deliverables. The contractor shall promptly notify the First 5 California contract manager of events or proposed changes that could affect the scope, budget, or schedule of work to be performed under this Agreement.

The contractor shall be responsible for the following tasks:

Task 1: Comprehensive Project Management and Task Coordination

- 1.1. Participation (including a subcontractor(s) and/or independent consultant(s), if applicable) in an in-person contract orientation scheduled by the First 5 California contract manager. The contract orientation will be held at the First 5 California office (2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833) within two weeks of contract execution.
- 1.2. Coordinate with the First 5 California contract manager to identify contract priorities that take into consideration cost-effectiveness.
- 1.3. Submit for approval to the First 5 California contract manager a roster and organizational flow chart for Project Manager(s) and key individuals/team personnel performing work through this Agreement, including any subcontractor personnel and/or independent consultants. The organizational flow chart must identify the individual's name, title, and show hierarchical relationships. If a change in personnel includes a subcontractor or independent consultant substitution, the contractor shall secure approval from

- the First 5 California contract manager of the subcontractor or independent consultant agreement prior to work commencing.
- 1.4. Develop and submit a comprehensive three-year advertising and public relations plan.
- 1.5. Develop and submit a quarterly Task Accomplishment Work Plan (TAWP) to document and obtain approval for planned task activities, task deliverable timelines, and estimated costs related to the accomplishment of the advertising plan. The TAWP must be submitted in a format approved by the First 5 California contract manager and must include the following components:
 - 1.5.1. Contractor name
 - 1.5.2. Contract number
 - 1.5.3. TAWP number
 - 1.5.4. TAWP period (i.e., month, quarter, etc.)
 - 1.5.5. Date of submission
 - 1.5.6. Detailed description of services, including target audiences
 - 1.5.7. Deliverables
 - 1.5.8. Proposed completion timeline
 - 1.5.9. Budget summary
 - 1.5.10. Budget detail by task
 - 1.5.11. First 5 California contract manager/Deputy Director approval
 - 1.5.12. Date of approval

The first TAWP must be submitted to the First 5 California contract manager within fifteen (15) calendar days from the contract execution date and no later than fifteen (15) calendar days prior to each quarter through the end of the contract performance period. For purpose of reference, quarters are defined as follows:

Quarter	Month	Report Due
First Quarter	July 1	June 15
Second Quarter	October 1	September 15
Third Quarter	January 1	December 15
Fourth Quarter	April 1	March 15

If a report due date falls on a Saturday, Sunday, or state holiday, the required report may be submitted on the following business day.

1.6. Prepare a quarterly Task Accomplishment Report (TAR) to document the activities accomplished and actual expenditures incurred. Variations of more than 10 percent (10%) represented on the TAWP must be explicitly explained in the quarterly TAR. The quarterly TAR shall be due by the tenth (10th) calendar day following the first day of each quarterly reporting period, as

reflected below. The contractor shall manage and monitor the TAWP to keep the First 5 California contract manager apprised of all activities, the personnel/subcontractors/independent consultants responsible for the activities, and to assess the effectiveness of these activities. The contractor will meet quarterly with the First 5 California contract manager by phone and provide quarterly written activity reports and budget summaries. Should the First 5 California contract manager deem it necessary to conduct the quarterly meeting in person, the contractor will be responsible for traveling to First 5 California's administrative office (2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833).

First 5 California maintains discretion to request additional reporting information necessary to monitor and assess the contractor's progress and/or the contractor's compliance with this Agreement.

Task Accomplishment Report		
Quarter	Month	Report Due
First Quarter	July 1	July 10
Second Quarter	October 1	October 10
Third Quarter	January 1	January 10
Fourth Quarter	April 1	April 10

- 1.7. Obtain prior approval from the First 5 California contract manager for detailed work plans, media advertisement buys, reports, acceptance of deliverables, modified timelines, and other documentation as determined by the First 5 California contract manager.
- 1.8. Submit bi-weekly progress reports to the First 5 California contract manager describing work performed, work status, work progress, difficulties encountered, remedial action, and statement of activity anticipated subsequent to report period. Monitor and document the status of approved activities, verify and assess value realized, and report results to the First 5 California contract manager.
- 1.9. Submit to the First 5 California contract manager for approval spending plan adjustments, as needed, but no less than 45 calendar days prior to each fiscal year end date (May 15 of each year). Once approved, the projections may be subject to periodic review by the First 5 California contract manager to determine if the spending plan is consistent with First 5 California objectives. The First 5 California contract manager reserves the right to make spending plan adjustments as determined necessary to meet the overall objectives of this Agreement.
- 1.10. Consistently meet reasonable due dates on projects and notify the First 5 California contract manager in writing of any delays in deliverable due dates prior to the stated due date.

- 1.11. Conduct an annual in-person debriefing with the First 5 California contract manager, at a location to be determined by the First 5 California contract manager, related to the progress and effectiveness of the contractor's advertising plan, which should include any recommendations for changes in the work plan.
- 1.12. Provide complete project information and/or documentation to the First 5 California contract manager, as needed.
- 1.13. Coordinate project closure activities including oversight of transfer of products, materials, and files (electronic and print) to the First 5 California contract manager or designee.
- 1.14. Obtain written approval from the First 5 California contract manager to modify a project deliverable due date.
- 1.15. Annually, the contractor shall submit a report of all campaign activities during the year to the First 5 California contract manager, which shall include:
 - 1.15.1 A summary of all media campaigns conducted during the year, including goals and objectives.
 - 1.15.2 A summary of all market research conducted during the year, including findings, conclusions and recommendations.
 - 1.15.3 A summary of all evaluation reports or activities (focus groups, surveys, etc.) conducted during the year, including findings, conclusions and recommendations.
 - 1.15.4 A summary of all media planning reports and rationale produced during the year.
 - 1.15.5 A summary of media buys executed during the year, including market segmentation.
 - 1.15.6 A description of all collateral materials produced during the year, including storyboards, scripts, copy, etc.
 - 1.15.7 An inventory of all approved advertising materials, including masters, CDs, DVDs, and any artwork produced during the year.
 - 1.15.8 A summary of technical assistance provided to county commissions, including the name of county commission contacts and a description of services provided.

- 1.16. Ensure subcontractors and/or independent consultants meet due dates on projects and provide reasonable turnaround time on projects without jeopardizing the quality of work.
- 1.17. Make certain all contractual qualifications and requirements that apply to the prime contractor, also apply to subcontractors and/or independent consultants.
- 1.18. Inform the First 5 California contract manager verbally, with follow-up in writing, of any problems that arise during the term of this Agreement.
- 1.19. Maintain a full-time office in California to ensure staff is available on a daily basis. The contractor shall ensure e-mail access to and from First 5 California at no charge to First 5 California.

Task 2: Market Research

This task requires the contractor to recommend, design, implement, and analyze evaluative research for the purpose of refining strategies, evaluating concepts, and measuring results (including work from research briefs) to develop an advertising recommendation to support the desired campaigns.

- 2.1. Conduct market research to assess target audience attitudes and opinions to inform the development of the media campaigns.
 - 2.1.1 Annually recommend an advertising strategy based on internal (contractor developed) and external (academic and specialist developed) market research.
- 2.2. Conduct research to recommend an advertising plan that will impact a target audience with key messages. The contractor's work in this area must include, but is not limited to, the following:
 - 2.2.1. Develop an overall strategy for effectively disseminating information to specific target groups in a cost-effective manner based on market research.
 - 2.2.2. Modify the strategy based on new market data gathered during the implementation of the strategy to ensure continuous improvement.
 - 2.2.3. Cooperate with the designated First 5 California evaluation contractor to assess the effectiveness of the media campaigns (how the campaigns reached the target audience and how the messages made an impact on the target audience).

- 2.3. Produce a final report summarizing the outcome and application of research for each recommended campaign. The report shall include, but is not limited to the following:
 - 2.3.1 List of research sources, citations, and date(s) of research.
 - 2.3.2 Methodology for developing the recommended market strategy including the methodology for reaching the target audience (geographic, demographic, ethnic, and language) and the methodology to determine the message.
 - 2.3.3 Cost-effective recommendations on media placement to reach the target audience.
 - 2.3.4 Recommendations on how to best position First 5 California's public education advertising messages relative to other social marketing and media campaigns to ensure effectiveness of messages.

The final report and resulting advertising plan recommendations must be approved by the First 5 California contract manager prior to implementation.

Task 3: Media Campaign Design

- 3.1. Work from a research plan approved by the First 5 California contract manager to produce concept design and develop advertising message recommendations for each campaign including, but not limited to, the following media vehicles: outdoor, print, television, radio, Internet, direct mail, print collateral, and emerging media technologies.
- 3.2. Develop effective creative strategies that define target audiences by demographic, psychographic, and geographic profiles within the budget.
- 3.3. Present in-person campaign recommendations to First 5 California. Provide five (5) copies of the proposed concepts detailed in the proposal prior to or during the presentation.
- 3.4. Develop consistently effective and creative advertising programs meeting the highest standards within the marketplace and the advertising industry which communicates the goals of First 5 California.
- 3.5. Recommend, design, implement, and analyze evaluative research for the purpose of refining strategies, evaluating concepts, and measuring results, including work from research briefs, to develop a media recommendation which includes, but is not limited to, the following:
 - 3.5.1 Geographic target recommendations
 - 3.5.2 Demographic, ethnic, and language target recommendations
 - 3.5.3 Media vehicle recommendations to reach targets that are costefficient relative to budget
 - 3.5.4 Other annual media plan elements, as appropriate

Task 4: Budget Development

- 4.1. Work from market research brief to develop a three-year budget plan, based on calendar years, that supports the plans for the approved media campaigns.
- 4.2. Develop and submit for approval a comprehensive annual budget plan to support the strategies, approaches, and implementation efforts to fund all products for the campaigns.
- 4.3. Develop a comprehensive quarterly budget plan to report actual year-to-date expenditures and projected costs for the next quarter.

- 4.4. Monitor and report quarterly on Disabled Veterans Business Enterprise (DVBE) contract compliance.
- 4.5. Maintain an audited copy of monthly invoices with attached copies of all relevant external vendor net invoices paid.
- 4.6. Keep original external vendor invoices reflecting net costs paid on file for audit reviews.
- 4.7. Employ acceptable billing and payment practices consistent with First 5 California's billing and payment practices and ensure billing and payment practices are both auditable and traceable.
- 4.8. Bill media and services no sooner than the end of the month in which they are consumed.
- 4.9. Provide monthly billing reports in an agreed-upon format along with invoices. The monthly billing reports must track, monitor, and report staff hours against the service(s) performed.
- 4.10. Provide timely and accurate billing for all projects and maintain appropriate accounting records consistent with state accounting procedures.
- 4.11. Billing related to subcontractor and/or independent consultant work on projects must go directly to the contractor. All expenses incurred by subcontractors and/or independent consultants will be reimbursed by the contractor. The contractor shall submit copies of its invoices, and attach supporting subcontractor and/or independent consultant invoices and support documentation, to First 5 California for payment.

Task 5: Production

For all approved activities, the contractor shall provide technical expertise and oversight of the production process up through a final, professional, approved, and delivered original product.

- 5.1. Manage outside vendors and locations used to facilitate production.
- 5.2. Develop a plan to ensure advertising content is consistent with and complements First 5 California's funded program activities and public policy priorities.
- 5.3. Develop estimates for approval prior to any expenditure. The contractor shall itemize specific charges for all services provided by in-house personnel, including subcontractor personnel and/or independent consultants. No cost

- above the approved estimate will be reimbursed without an approved amendment to the estimated charges.
- 5.4. Develop high-quality advertisements that meet industry standards and the standards set forth by First 5 California and stakeholder groups identified by First 5 California involved in the review and assessment of proposed media campaign products and deliverables. If requested by the First 5 California contract manager, revise advertisements, products, mailers, and materials to a level acceptable by First 5 California or necessary to achieve advertising goals.
- 5.5. Include language-specific and culturally sensitive messages targeting California's diverse communities in all media campaigns.
- 5.6. In coordination with First 5 California, design and produce public relations collateral materials that support First 5 California priorities and local program needs. This may include design support for posters, brochures, flyers, etc., as well as media monitoring, earned media activities, and social media support, as needed.
- 5.7. Upon submission of a written request by the First 5 California contract manager, design and produce mailers and other materials that will help educate the public about First 5 California's public policy priorities. This may include designing, obtaining/creating artwork, press checks, writing, building/obtaining distribution databases, printing, and shipping.
 - The contractor will contact First 5 California regarding all print jobs. First 5 California will contact the Office of State Publishing (OSP) for a print job quote or a print job exemption. All print job services will be procured by First 5 California using a separate funding stream.
- 5.8. Obtain the most cost-effective buy-outs and talent agreements in cases when additional uses of advertisements and their components are anticipated, e.g., educational videos, curriculum materials, as approved in advance by the First 5 California contract manager.
- 5.9. Develop a cost-effective multi-media mix of television, radio, print, outdoor, web, community outreach, and other evolving technology-based advertising to best reach target populations, including hard-to-reach communities, to most effectively communicate messages.

Task 6: Advertising Implementation

For all approved activities, the contractor shall provide technical expertise and oversight of the advertising processes up through a final, professional, approved, and delivered original product.

- 6.1. Produce and implement an advertising schedule with prior approval from the First 5 California contract manager.
- 6.2. Manage outside vendors used to facilitate development of the media campaigns.
- 6.3. Develop and present to First 5 California periodic strategic recommendations for the placement of media based on internal and external research.
- 6.4. The contractor and the media placement firm (if one has been subcontracted) shall attempt to negotiate added value promotions and free bonus spots from all media vendors. Any added value promotions or bonus spots provided by participating stations shall be identified in the summary of media buys, and the value of the bonus spots shall be calculated and provided to the First 5 California contract manager to demonstrate and quantify the savings.
- 6.5. Provide verification of publication of broadcast according to contracts and placement instructions by submitting traffic reports that identify the time of broadcast.
- 6.6. Secure copyrights on all advertising materials for public release created under this Agreement on behalf of First 5 California.
- 6.7. The contractor shall subcontract to a media placement firm or place approved buys themselves with media vendors and ensure written confirmation is received, which shall include:
 - 6.7.1 Traffic final advertising materials to media in a timely manner.
 - 6.7.2 Receive notarized confirmation as proof of performance along with invoice after execution of media.
 - 6.7.3 Ensure accuracy of media invoices against approved plan.
 - 6.7.4 Archive masters of all produced advertising. Make masters available to First 5 California upon completion of deliverable. Deliver advertising or created materials in a format prescribed by the First 5 California contract manager.
 - 6.7.5 As requested or approved by the First 5 California contract manager, provide documentation in the manner and format requested for use in preparing reports or presentations on each media campaign's development, implementation, and outcomes.

- 6.8. Utilize available industry methods to confirm delivery of media value, negotiate and recommend changes for media plans, including, but not limited to, the following:
 - 6.8.1 Direct advertisement planning and placement toward specified target audiences by demographic, geographic, and psychographic targeted audiences to produce measureable results.
 - 6.8.2 Plan, negotiate, purchase, and traffic advertising according to a well-conceived plan and preconceived criteria designed to produce maximum effectiveness for each dollar expended. Evaluate media use and placement using state-of-the-art techniques to ensure maximum effectiveness and that pre-set goals are met.
 - 6.8.3 Negotiate with the media to ensure costs are equitable with First 5 California's spending levels. Identify bonus spots, cooperative advertising, and promotional opportunities.
 - 6.8.4 Develop a specific advertising plan that maximizes impact within the budget and recommend budget savings where appropriate.
 - 6.8.5 Provide the media outlets with all materials necessary to fulfill advertising contract.
 - 6.8.6 Produce, manage, and distribute collateral and promotional materials including, but not limited to, brochures, flyers, and posters. Create and produce materials such as displays, direct mail, pamphlets, brochures, posters, television commercials, slide presentations, radio commercials, electronic ads, banners, etc.

Task 7: Technical Assistance to First 5 County Commissions

- 7.1. Provide technical assistance and guidance to First 5 county commissions with prior approval from the First 5 California contract manager.
- 7.2. Customize deliverables for First 5 county commissions, as appropriate, and with prior approval of the First 5 California contract manager.
- 7.3. Develop an outreach method to visit all California counties and provide information on early literacy, health, early brain development, and nutrition to the various communities throughout the year.

Task 8: Public Relations Opportunities and Activities

- 8.1. Design and produce collateral materials in coordination with the First 5 California contract manager that support First 5 California's priorities and local program needs.
- 8.2. Monitor media for stories relevant to First 5 California.
- 8.3. Coordinate earned media activities and strategies with the First 5 California contract manager as needed.
- 8.4. Provide social media services and/or support to First 5 California including, but not limited to, Twitter, Facebook, and other social media outlets, as requested.
- 8.5. Attend quarterly meetings to coordinate messages to ensure campaign activities are coordinated and aligned with First 5 California's public education and outreach campaigns and strategies.

Task 9: Assist with First 5 California State Commission (State Commission) Presentations and Response

- 9.1. Provide produced mailers and other materials that will help educate the public about the State Commission's public policy priorities.
- 9.2. Duplicate and distribute First 5 California advertising materials to First 5 California-funded programs, other local, state, and federal health and education promotion agencies and entities consistent with the approved work plan, or as approved in advance by the First 5 California contract manager.
- 9.3. As determined by the First 5 California contract manager, attend State Commission meetings to understand and stay current with First 5 California's strategic direction and program development. State Commission meetings are held in various locations in California.

9.4. Provide media campaign expertise to the State Commission as requested by the First 5 California contract manager.

Task 10: Evaluation

- 10.1. Cooperate with the designated First 5 California media evaluation contractor annually to determine the effectiveness of the media campaigns, including the content and emphasis of its strategic components. The evaluation will assess awareness of the advertising (reach and memorability) and changes in the attitudes and actions of California parents and caregivers, related to early childhood development, preschool, tobacco use, childhood obesity prevention, and other First 5 California-approved topics resulting from exposure to advertising.
- 10.2. Cooperate with the designated First 5 California media evaluation contractor to develop, pre-test, produce, post-test, and summarize the effectiveness of advertisements.
- 10.3. Provide any requested information to the designated First 5 California media evaluation contractor selected for evaluation of the effectiveness of the campaigns developed.

Task 11: Security and Storage of Products and Materials

- 11.1. Prior to contract end, the contractor shall provide master art files of all approved advertising in DVD, CD, and/or other forms of duplication to the First 5 California contract manager for archiving purposes.
- 11.2. All creative material created by the contractor shall be secured and not be released to the public without prior written approval from the First 5 California contract manager.

Task 12: Contract Closure and Product/Material Transfer

- 12.1. Transfer all ownership rights, including copyrights, and the right to license, publish, or otherwise use the resource publication, document, image, text, and Web version of the publication in each of the languages produced under this Agreement to First 5 California.
- 12.2. Complete all work for this project on or before expiration of this Agreement.

Task 13: Records Management

13.1. Maintain an established accounting system using generally accepted accounting principles that will provide information for reports to the state and

will provide documentation for the fiscal activities of the organization related this Agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for contractual amendments, and for any other costs incurred which relate to payments claimed by the contractor.

- 13.2. The contractor shall ensure property and materials are delivered to First 5 California prior to the end of the contract performance period as follows:
 - 13.2.1 Identification of appropriate master format per campaign.
 - 13.2.1.1 Saved on a computer disk, in a compatible format, accessible by First 5 California and furnished at the end of each year, unless otherwise requested by the First 5 California contract manager.
 - 13.2.2 Furnish all plans, documents, and recommendations; lists, including, but not limited to, social service organizations, civic clubs, schools, media; releases for talent involved in the media campaigns; all photography, film, video, audio, music, and other media required to complete approved assignments including non-published material.

First 5 California will be responsible for the following:

- 1. Provide approvals to the contractor in a timely manner regarding key tasks and deliverables, including, but not limited to, the selection of the format, content, and design of the printed material, and the selection of alternate deliverables.
- 2. Provide the contractor access to First 5 California staff and management as required to complete the tasks and activities for the project.
- 3. Approve the contractor's work plans, deliverables, and invoices in a timely manner and consistent with state policies and procedures.
- 4. Provide the contractor with First 5 California background documents and information as needed for research purposes.
- 5. Approve delays in deliverable due dates on or before stated due date within the approved period of performance of this Agreement.
- 6. Review and approve the contractor's yearly spending plan projections within 90 calendar days of the execution date of this Agreement and within 30 calendar days from the date the contractor submits annual spending plan projections. Make adjustments to the projections as determined necessary to meet the overall objectives of this Agreement.

- 7. Advise the contractor of any deficiency and notify the contractor of satisfactory corrective action to be implemented within a specified timeframe.
- 8. Reimburse the contractor in accordance with terms of the Agreement.

Allowable Informal Scope of Work Changes:

- 1. The contractor or the First 5 California contract manager may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance timeframes specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the Agreement.
- 2. Informal scope of work changes may include the substitution of specified activities or tasks, the alternation or substitution of contract deliverables, and modifications to anticipated completion/target dates.
- 3. Informal scope of work changes processed hereunder shall not require a formal amendment, provided the contractor's annual budget does not increase or decrease as a result of the informal scope of work change.
- 4. Unless otherwise stipulated in this Agreement, all informal scope of work changes and revisions are subject to change by written approval of the First 5 California contract manager.
- 5. In implementing this provision, the First 5 California contract manager may provide a format for the contractor's use to request informal scope of work changes. If no format is provided by First 5 California, the contractor may devise its own format for this purpose.

F. Schedule of Deliverables

Task No.	Description	Deliverable Due Date
1	Comprehensive Project Management and Task Coordination	
1.1	Participate in an in-person contract orientation	Within 2 weeks after Agreement execution
1.2	Identify cost-effective contract priorities with the First 5 California contract manager	Within 30 calendar days after Agreement execution
1.3	Submit roster and organizational flow chart	Within 30 calendar days after Agreement execution
1.4	Develop and submit a comprehensive three-year advertising and public relations plan	Within 60 calendar days after Agreement execution
1.5	Task Accomplishment Work Plan (TAWP)	Quarterly
1.6	Task Accomplishment Report (TAR)	Quarterly
1.7	Submit detailed work plans, media advertisement buys, reports, timelines for approval	As needed
1.8	Submit bi-weekly progress reports	As needed
1.9	Submit spending plan adjustments for approval	As needed, but no less than 45 calendar days prior to the end of each fiscal year
1.11	Debriefing with the First 5 California contract manager	Annually
1.13	Coordinate project closure activities	60 calendar days prior to Agreement end
1.15	Submit annual report of all campaign activities	30 calendar days prior to end of each fiscal year
2	Market Research	
2.1	Conduct market research to assess target audience	Per work plan
2.2	Develop/recommend advertising plan with focus on targeted audience	Per work plan
2.3	Produce a final report summarizing the outcome and application of research for each recommended campaign	Per work plan
3	Media Campaign Design	
3.1	Design/develop advertising messages for each campaign	Per work plan
3.2	Develop creative strategies that define target audiences	Per work plan
3.3	Present campaign recommendations to First 5 California	Per work plan
3.4	Develop creative advertising approaches	Per work plan
3.5	Develop a media recommendation	Per work plan
4	Budget Development	

4.1	Submit a 3-year budget plan, based on calendar years, for approval	Upon mutual agreement between the First 5 California contract manager and the contractor	
4.2	Submit an annual budget plan for approval	Upon mutual agreement between the First 5 California contract manager and the contractor	
4.3	Submit a comprehensive quarterly budget plan for approval	Upon mutual agreement between the First 5 California contract manager and the contractor	
4.4	Report on DVBE compliance	Quarterly	
4.8	Bill media and services	Monthly	
4.9	Submit monthly billing reports with invoices	Monthly	
5	Production		
5.2	Develop a plan for advertising content	Per work plan	
5.3	Develop production cost estimates for approval	As requested	
5.4	Develop advertisements	Per work plan	
5.5	Provide media campaign content for language specific groups targeting diverse communities	Per work plan	
5.6	Produce public relations collateral educational materials	Per work plan	
5.7	Produce mailers and other public educational materials	Per work plan	
5.8	Obtain cost-effective buy-outs and talent agreements	Per work plan	
5.9	Develop a cost-effective multi-media mix to best reach target populations, including hard-to-reach communities	Per work plan	
6	Advertising Implementation		
6.1	Produce and implement an advertising schedule	Per work plan	
6.3	Present periodic strategic recommendations for placement of media	Quarterly	
6.4	Attempt to negotiate added value promotions/bonus spots	Ongoing	
6.5	Provide verification of publications	Ongoing	
6.6	Secure copyrights on behalf of First 5 California	Ongoing	
6.7	Negotiate and place media buys	Per work plan	
6.8	Confirm delivery of media, and negotiate and recommend changes for media plans	Per work plan	
7	Technical Assistance to First 5 County Commissions		

Item # 4 Attachment A

7.1	Provide technical assistance/guidance to First 5 county commissions with prior approval of the First 5 California contract manager	As required	
7.2	Customize ad campaign materials with First 5 county commissions	As required	
7.3	Develop an outreach method to visit all California counties	Per work plan	
8	Public Relations Opportunities and Activities		
8.1	Produce collateral educational materials	As needed	
8.2	Monitor media for stories relevant to First 5 California	As needed	
8.3	Coordinate earned media activities and strategies	As needed	
8.4	Monitor media relevant to First 5 California	Ongoing	
8.5	Provide social media support	As needed	
8.6	Attend quarterly campaign meetings in Sacramento	Quarterly	
9	Support for First 5 California State Commission (State Commission) Presentations and Response		
9.1	Provide mailers and other educational materials on First 5 California public policy priorities	As needed	
9.2	Distribute First 5 California advertising materials to other health and education promotional agencies and entities	As needed	
9.3	Attend State Commission meetings	As requested	
9.4	Provide media expertise to the State Commission	As requested	
10	Evaluation		
10.3	Provide any campaign information to the designated First 5 California media evaluation contractor for evaluation of the effectiveness of the campaigns developed	As requested	
11	Security and Storage of Products and Materials		
11.1	Provide masters of all approved advertising in DVD, CD, recording cassettes, and other duplication forms	As requested	

Item # 4 Attachment A

12	Contract Closure and Product and Material Transfer	
12.1	Transfer all ownership rights to First 5 California	30 calendar days prior to end of Agreement
12.2	Complete all contracted work	15 calendar days prior to end of Agreement
13	Records Management	
13.2	Confirm and ensure the property/materials are delivered and received by First 5 California	15 calendar days prior to end of Agreement