



CONTRA COSTA COUNTY
EMPLOYMENT AND HUMAN SERVICES DEPARTMENT
WORKFORCE DEVELOPMENT BOARD

**COMMUNICATION, PUBLIC RELATIONS AND MARKETING SERVICES
REQUEST FOR PROPOSALS (RFP) 1219**

REQUEST FOR PROPOSALS (RFP) 1219

Communications, Public Relations and Marketing Services

The Contra Costa County Employment and Human Services Department (EHSD), on behalf of the Workforce Development Board (WDBCCC), announces **Request for Proposals # 1219** seeking an individual consultant or organization/firm to provide communications, public relations and marketing services for the WDBCCC and its portfolio of initiatives, programs, and services.

Please read this entire packet carefully.

Final proposal submissions will be due
by 5:00 p.m. on March 14, 2025

Call the Employment and Human Services Department, Contracts Unit at (925) 608-4969 with any questions about the process for this RFP.

Thank you in advance for your effort in preparing your response.



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SECTION 1: LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP) 1219

WORKFORCE DEVELOPMENT BOARD

COMMUNICATION, PUBLIC RELATIONS AND MARKETING SERVICES

The Contra Costa County Employment and Human Services Department (EHSD), on behalf of the Workforce Development Board (WDBCCC), announces the issuance of **Request for Proposals (RFP) 1219**, making up to \$200,000 available for the delivery of communications, public relations, and marketing services in Contra Costa County.

Successful bidders will deliver services to enhance outreach within the Contra Costa County community. The WDBCCC is particularly interested in innovative approaches that leverage both current and proven strategies to promote its existing programs and initiatives.

Proposals are due by 5:00 p.m., Friday, March 14, 2025, without exception.

For complete RFP details, submission requirements, and a copy of the RFP, visit the Employment and Human Services Department website at:

<https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.



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SECTION 2: RFP TIMELINE

<u>Event/Location</u>	<u>DATE</u>
RFP Published and Announced	February 20, 2025
Questions about RFP due to EHSD (e-mail)	February 27, 2025 @ 5:00 P.M. PST
Responses to RFP Questions Published by EHSD	March 7, 2025
Deadline for RFP Submission to EHSD	March 14, 2025
EHSD Compliance Evaluation	Completed by March 19, 2025
EHSD Fiscal Evaluation	Completed by March 26, 2025
WDB Program Review and Evaluation	Completed by April 11, 2025
Award Letters Sent	April 15, 2025
Appeal Period (10 business days after Award Letter issuance)	April 29, 2025
Contract Negotiation and Processing	May – June 2025
Anticipated Contract (s) Start Date	July 1, 2025

All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit
Contact Phone: (925) 608-4969
Contact Email: contractbid@ehsd.cccounty.us

Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1219" in the subject line by February 27, 2025. Responses to questions will be posted on the EHSD website under RFP 1219 by March 7, 2025.



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SECTION 3: REQUEST FOR PROPOSALS INTRODUCTION

3.1 Solicitation

The Contra Costa County Employment and Human Services Department (EHSD), on behalf of the Workforce Development Board (WDBCCC), announces the issuance of **Request for Proposal (RFP) 1219**, making available up to \$200,000 for the delivery of communications, public relations, and marketing services in Contra Costa County.

Successful bidders will deliver services aimed at enhancing outreach within the Contra Costa County community. The Contra Costa County Workforce Development Board is particularly interested in innovative approaches that leverage both current and proven strategies to promote its existing programs and initiatives.

3.2 Qualified Bidders

Respondents should have the legal, administrative, and fiscal capacity to deliver the expertise and full scope of service as outlined in this RFP.

Entities that are presently debarred, suspended, or proposed for the debarment are not eligible to receive a contract.

3.3 Estimated Funding

Up to \$200,000 in funding is available for a two-year period, with an anticipated start date of July 1, 2025. Selected bidders will be expected to enter into a standard service contract with Contra Costa County, which could be renewed for three (3) subsequent years depending on contract performance, continued need, and funding availability.

3.4 Questions about RFP

Potential Bidders may pose questions about the RFP process or content by submitting questions to EHSD.

Questions about RFP content must be submitted by 5:00 P.M. on February 27, 2025 via e-mail to contractbid@ehsd.cccounty.us with "RFP 1219" in the subject line. Responses to the questions will be posted on the EHSD website "Contracting Opportunities" page under RFP 1219 by March 7, 2025. **No programmatic questions will be responded to if received after February 27, 2024.** After the deadline, only RFP process related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us



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3.5 Ex Parte Communication

EHSD will enforce the prohibition on ex-parte communication during this RFP process. Ex-parte communication restricts RFP bidders from contacting staff of the WDB to provide information regarding this RFP.

3.6 Right to Amend or Cancel

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline as is deemed necessary. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the interest of EHSD.

3.7 Restriction and Disclosure

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that EHSD is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If EHSD receives a request for release of such previously marked and identified confidential or proprietary information, EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.



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SECTION 4: BACKGROUND

The Workforce Development Board of Contra Costa County (WDBCCC) is a 25-member board comprised of executives and other leaders from private industry, economic development, education, labor, community-based organizations, and public agencies. Appointed by the Contra Costa County Board of Supervisors, members of the WDBCCC work towards a vision of economic prosperity by building a workforce development network that includes strategic partnerships with a wide range of organizations and businesses, the use of industry sector strategies, leveraging of investments to increase impact. This data driven approach includes using economic intelligence in decision making and shared accountability for results.

The WDBCCC, in partnership with the Contra Costa Board of Supervisors, adopted a Strategic Plan which guides the actions of the Board and articulates the priorities established for its investments. Applicants should align their proposals to the plan's goals, objectives and strategies. The Strategic Plan can be accessed at <https://www.wdbccc.com/policies-agendas/>.

The WDBCCC's vision is to support a network that creates dynamic education systems, high performing businesses, and a prosperous local economy with abundant high-quality jobs and skilled workers. WDBCCC's mission is to promote a workforce development system that meets the needs of businesses, job seekers, and workers to support a strong and vibrant economy in Contra Costa County.



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SECTION 5: PROGRAM DESCRIPTION/SERVICES REQUESTED

An integral part of the WDBCCC's strategic plan is to develop, implement, and maintain a communications plan that emphasizes outreach to promote our portfolio of initiatives, programs, and services. This includes analyzing previous public relations and marketing efforts and enlisting outside expertise for communications, public relations, and related assistance. To this end, the WDBCCC is seeking outside expertise to provide strategic advice and services in these areas.

This effort aims to enhance the visibility and impact of WDBCCC services in the community and region. Its initiative aims to make the organization more responsive to and engaged in regional strategic priorities, in partnership with key stakeholders, including businesses, community-based organizations, labor, educational organizations, and the general public.

The successful Bidder will be expected to work closely with WDBCCC Staff to deliver the services identified in this RFP.

A. Developing and Implementing a Communications Plan that supports Strategic Workforce Development Plan while addressing changing conditions and future strategic planning efforts for the 2025-2026 planning period.

1. Create and expand Marketing Campaigns for new programs and initiatives
2. Design outreach materials to reach vulnerable populations and communities
3. Prepare outreach recommendations for the 2025 Local Strategic Planning retreat
4. Develop and maintain a comprehensive communication distribution list for WDBCCC
5. Lead the development of all outreach efforts for internal and external webpages, ensuring alignment of WDBCCC communication and social media strategies to generate media awareness, enhance community engagement, and publicize the WDBCCC's products, services and successes

B. Leading External Communications Projects to promote new initiatives, projects, and grant projects (e.g., healthcare, apprenticeship) that engage strategic partners and industry and recruit job seeker participants.

Tasks include but are not limited to the following:

1. Writing and disseminating press releases
2. Organizing press events
3. Pitching news stories
4. Developing and managing website and social media content



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5. Compiling newsletters
6. Producing infographics and other collateral material as directed

C. Supporting Outreach and Marketing efforts for the EASTBAY Works American Job Centers of California (AJCC) and other significant programs under WDBCCC's purview.

Tasks include:

1. Promoting recruitment and engagement activities
2. Developing social media content
3. Developing website content
4. Creating other collateral materials as directed

D. Aligning Communication Strategies:

Align communication efforts with countywide internal and external strategies to enhance the communication of WDBCCC's work and generate awareness and support for its programs and services.

E. Managing Public Relations:

Manage all public relations activities as requested, including:

1. Developing and deploying press releases as needed
2. Pitching newsworthy stories for earned media on special projects and initiative
3. Converting articles into blogs for the website and social media posts
4. Monitoring analytics

F. Enhance Communication with Constituencies:

Collaborate with the WDBCCC Executive Director, board members, and staff to communicate needs and opportunities for primary constituencies, including businesses, economic development, education, labor, community-based organizations, and government. Focus on enhancing the impact of services for high priority job seeker populations (veterans, low-income adults and families, and opportunity youth).

G. Developing and distributing eNewsletters:

Research, develop, distribute, and monitor eNewsletters (one per month or on a needed basis) to target audiences, including businesses, partners, and job seekers.



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H. Managing Website and Content Creation:

Conduct a website audit and refresh the site with updated content based on WDBCCC's selected priorities, including integrating interactive search tools to enhance user experience.

Create and publish website content, as needed, to promote the WDBCCC initiatives, EASTBAY Works, and other programs.

I. Launching Digital Outreach Campaigns:

Using data from past campaigns, develop and deploy digital outreach campaigns to support events hosted by WDBCCC and/or EASTBAY Works for employers, job seekers, and youth.

Tasks include:

1. Developing microsites for promotion as needed
2. Creating fact sheets for campaigns
3. Designing promotional ads
4. Conducting ad purchase placements on websites and digital platforms
5. Performing test messaging to identify more engaging content
6. Deploying ad campaigns
7. Tracking and analyzing ad performance

J. Meeting Attendance & Preparation:

Prepare necessary updates and presentations as requested.

1. Attend WDBCCC Board of Directors, Executive, and Business Economic Development Committee meetings
2. Prepare and facilitate monthly meetings with WDB leadership and staff to review project plans and priorities

K. Reporting:

Submit reports and deliver presentations, including:

1. Data and social media reports with insights on critical posts viewed and effective content
2. Tracking, analytics analysis, and refinements of ads and activity streams



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3. Influencers followed and engaged
4. Events and meetings updates on milestones and goals
5. Community outreach and engagement efforts
6. Virtual or in person updates at EHSD, WDBCCC Board, or Committee meetings
7. Closeout reports that include a narrative on work completed during the contract duration and a summary of activities, outcomes, successes, and challenges



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SECTION 6: REQUIRED PROPOSAL FORMAT

The Bidder requirements in this section are mandatory. The proposal must clearly demonstrate Bidder's ability to provide the requested services. The section provides information regarding the format in which proposals should be submitted, the requirements that must be met to be eligible for consideration, the Bidder's responsibilities, and the documents that must be included. Failure to comply with the required proposal format may deem a proposal as nonresponsive. Contra Costa County reserves the right to waive any nonmaterial variation.

6.1 General Submittal Requirements

Electronic Submission – RFP Proposal Submissions will **only** be accepted via **EHSD.org website** at <https://ehsd/overview/contracting-opportunities/>.

Submissions **must be separated into two (2)** files – file #1 consists of the submitting agency's proposal and file #2 consists of the submitting agency's financial documents.

- **File #1:** Save as "RFP 1219 -*Bidder Name*-Proposal". This file must contain the bidder's proposal and all required attachments as specified in the RFP and must be signed by two (2) officials authorized to bind the bidder to the provisions of the RFP.
- **File #2:** Save as "RFP 1219 -*Bidder Name*-Financials". This file must contain all required financial documents as specified in the RFP.

Please select the "**Submit Bid**" button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two (2) files when prompted to do so. Once you submit, a notification will inform you that your bid has been sent. An email will be sent to the email address provided. **DO NOT** email files to EHSD.

To ensure EHSD has received proper notification of your RFP submission, you **must** call: (925) 957-5645 and follow the instructions provided after you submit your proposal.

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.

As a component of the Financial Proposal package, Bidder must submit one (1) copy of the organization's most recent audited financial statements. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements. A copy of the latest filed tax



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return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, and 45 CFR 75, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders are required to have audited financial statements during the period of performance.

Proposals and required attachments must be submitted as specified and must be signed by two (2) officials authorized to bind the bidder to the provisions of the RFP.

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on March 14, 2025**. To withdraw a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of EHSD and will not be returned.

All costs of proposal preparation shall be borne by the bidder. EHSD shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

6.2 Formatting Requirements

All narrative materials are to be single-spaced on 8 1/2" X 11" paper, single-sided print with no less than 1" margins on each side of paper, and using no less than 12-point font.

The total proposal **should not exceed fourteen (14) pages** excluding proposal cover statement, table of contents, fiscal management narrative, program budget, budget narrative, fiscal attachments, and any other attachments.

Proposals should be without expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the proposal. Information on evaluation criteria and weight factors are included in this RFP packet.



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All pages should be numbered consecutively with each section identified by an appropriate number.

6.3 Required Documents

In addition to the Proposal Outline and content as described below, bidders must include the required forms reflected in Section 6.5, keeping narratives as concise as possible while providing the information requested.

All information and forms included in the proposal package must be presented in the order outlined in the Proposal Checklist (see Section 6.5) and numbered sequentially (excluding fiscal attachments). Electronic templates are posted on EHSD website under “RFP 1219” in “Contracting Opportunities”.

6.4 Proposal Outline and Content

Assemble and arrange each proposal in the order reflected on the Proposal Checklist and address the required content/questions. **The order of items presented is important**, as reviewers will follow this order looking for specific areas to evaluate. Refer to [Scoring Methodology Section 7.5](#) to assure adherence and responsiveness to scoring requirements.

1. Proposal Cover Sheet (Form #1)

This must be the first page of the proposal. The Proposal Cover Statement with original signatures of two (2) officials authorized to bind the entity. Do not place anything in front of this page.

2. Table of Contents

The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers. The Proposal Checklist is included in Section 6.5 of the RFP. The Proposal Checklist identifies all narratives and forms that must be submitted with the proposal. This sequence must be followed in assembling the completed proposal.

3. Project Proposal Narrative (maximum of fourteen (14) pages)

Maximum of fourteen (14) pages excluding the Proposal Cover Statement, work samples, and client references.

A. Quality of Proposed Project: (50 points)

1. Submit a cover letter, résumé, three (3) work samples, three (3) professional references, a proposed approach to fulfilling the eleven (11) elements



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- outlined in [Section 5](#), a proposed project fee schedule and/or hourly rate. Please include an email address in the letter.
2. The cover letter should include descriptions of current and past public relations and marketing experience in the public, private and/or nonprofit sectors and how that experience relates to this work. It should also note the availability of principal(s) assigned to this project as related to any other projects they may have in the same period.
 3. The work samples and/or other evidence from past projects should demonstrate the applicant's capacity to successfully complete the deliverables outlined in this RFP.
 4. The résumé submission should include the key principal(s) who would work on this project.
 5. Please note that the entire submission package should not exceed twenty (20) pages.

B. Financial/Organizational Strengths: (25 points)

1. Clearly outline the organizational structure
2. Provide a complete and accurate budget, with appropriate justification demonstrated in the budget detail as an attachment
3. Demonstrate that the agency/consultant has the overall organizational capacity and effectiveness to provide the services

Describe your agency's strengths over the past three (3) years, including accomplishments, unique services, account leadership, and any experience working on accounts of a similar size or scope to WDBCCC's account.

Provide a detailed description of your agency's full-service marketing capabilities and experience. This description should include the total number of years the organization has been providing the following service:

1. Account Management
2. Market Research
3. Strategic Planning
4. Creative Development
5. Media Relations
6. Campaign Performance Evaluation



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C. Experience and References: (25 points, includes attachments)

Strategic Services:

Describe your agency's experience in developing an annual strategic marketing plan. Outline the steps taken in creating the plan, the level of collaboration with the client during the process, and how your agency ensures synergy between creative development and media planning.

Creative Development and Execution:

Describe your agency's creative development approach, detailing the steps involved in informing the creative process.

Discuss how your agency ensures that creative concepts and executions make a strong impact on target populations while maintaining alignment with the client's value proposition.

Research and Evaluation:

Outline the research and evaluation methods used by your agency and explain how the insights gained influence future creative and media planning strategies.

Media Management:

Detail how media recommendations are developed and how you monitor the effectiveness of media efforts. Address both traditional and digital media, as applicable. Describe the process for managing and coordinating with media.

Social Media:

Describe your agency's approach to social media and how you integrate it with other media channels to ensure a cohesive approach.

Discuss your experience in social media strategy and content development and how you use a content calendar or other tools for monitoring and managing clients' social channels.

Digital and Search:

Provide an overview of your agency's experience and approach to digital media, including strategy, creative development.



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Organizational Capacity & Experience (including Multi-cultural, Accessibility and Ethnic Experience):

Describe your agency's experience and expertise, or that of your proposed subcontractors, in successfully reaching California's multicultural and ethnically diverse communities.

Provide a detailed description of how your agency approaches accessibility and modifications to marketing to ensure that people with disabilities or limitations have equal access to information.

Explain how your agency utilizes in language and culturally relevant creative and media to engage diverse communities.

References and Samples

Provide two (2) recent client references and a minimum of three (3) but not to exceed five (5) client testimonials.

Include three (3) work samples from prior projects by incorporating links in your narrative or by including the samples in your submission packet.

Include any industry awards or recognitions as well as any relevant certifications.

As Attachment A., provide samples and/or other evidence from past projects that demonstrate the applicant's capacity to successfully complete the deliverables outlined in this RFP. Explain the samples, screenshots, or the links to active projects.



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6.5 Proposal Checklist

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP. Forms are provided in Section 9.

Proposals must be submitted in the following order with documents as described (unless otherwise noted).

Proposal File [File #1: Save as "RFP 1219"-Agency Name-Proposal"]

- 1. Proposal Cover Statement (Form #1)**
- 2. Proposal checklist**
- 3. Project Proposal Narrative (Max 14 pages)**
 - Quality of Proposed Project (50 points)
 - Financial/Organizational Strengths (25 points)
 - Experience and References Narrative (25 points, includes review of attachments)
- 4. Attachments**
 - Statement of Qualifications (Form #2)
 - Fiscal Management Checklist (Form #3)
 - Budget and Budget Narrative Template (Form #4)
 - Work Samples – Attachment A

Fiscal File [File #2: Save as "RFP 1219-Agency Name-Financials"]

- Fiscal Management Narrative (Max 10 Pages)**

Include a brief description of the organization's accounting system and internal controls. Describe fiscal policies and procedures or reference what is attached in the Fiscal Attachments section. Include descriptions of the following as appropriate: timekeeping system, payroll system, inventory system, cost allocation plan and the methodology used to prorate common operating costs. Explain the ledger system used for receivables, payables, expenses, disbursements, petty cash.
- Fiscal Attachments**
 - Copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).



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- Copy of bidder's manual of fiscal procedures and policies, *if available*.
- Copy of bidder's most recent audit including any applicable corrective action plans. A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available. Bidders who currently do not have audited financial statements must provide a certified letter stating that a financial statement audit will be performed during the period of performance should the bidder be awarded the contract.
- Copy of current Agency or Department Budget with revenue sources indicated. If you are applying as a department within a large agency, then the budget of the department may be submitted. Indirect costs included in the budget must be supported (NICRA or de minimis applied to Modified Total Direct Costs or other approved Cost Allocation Plan)



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SECTION 7: EVALUATION PROCESS AND CONTRACT AWARD

7.1 Evaluation Process

Each proposal is subject to a three (3) stage evaluation process to determine responsiveness to the RFP requirements: Compliance Review, Fiscal Review, and RFP Evaluation Committee Review. Proposals will be stored in a designated secure location to ensure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP. Applicants may participate in an interview as part of the selection process.

7.2 Compliance Review

Compliance Review is a **Pass/Fail** evaluation.

Contracts Unit staff will review submitted proposals for completeness and technical compliance with the terms and conditions of the RFP. All proposals should adhere to the required format and, in order to be competitive, should include all of the requested information, all sections awarding points, completed forms, and attachments. Proposals that do not follow the Required Proposal Format found in Section 6 will be determined nonresponsive and will not be considered for contract award/funding.

Minor irregularities in submissions may be waived. All proposals deemed responsive will be referred to EHSD fiscal staff.

7.3 Fiscal Review

Proposals that pass the Compliance Review will be submitted for review by EHSD Fiscal Staff. A minimum fiscal evaluation score of 70% of 100 points is needed. Proposals not meeting this threshold will be eliminated from further review.

Points are awarded based on the organization's demonstration of:

- Organizational solvency;
- Adequate accounting systems and internal controls;
- Ability to administer financial system(s); and
- Compliance with budget specifications.

EHSD Fiscal will review the required audited financial statements included with each proposal. The audit or audited financial statement must be the most recent, complete and available. The proposal with financial statements will be forwarded to the EHSD Fiscal Department for review and evaluation.



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EHSD reserves the right to reject any proposal submitted. EHSD will remove any excess pages from proposals exceeding the stated limits before the proposals are distributed for further evaluation.

7.4 RFP Evaluation Committee Review

Responsive proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be scored and ranked by a team of independent reviewers (RFP Scoring Panel) using the criteria set forth in this RFP. Members of the RFP Evaluation Committee will be required to sign an impartiality statement.

7.5 Scoring Methodology

A proposal evaluation system, which includes a point system for rating each proposal, will be used to review all proposals that meet the minimum qualifications. This system will ensure uniformity in evaluating proposals and will identify the rationale for funding recommendations. Each proposal will be evaluated based on the criteria identified below.

RFP Scoring Methodology	
<u>Quality of Proposed Project</u>	50
<u>Financial/Organizational Strengths</u>	25
<u>Experience and References</u>	25
Total Available Points	100

7.6 Selection of Service Providers

The lowest-cost proposal may not be determined to be the most responsive when all factors of evaluation have been considered.

7.7 Appeals Process

Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.

All bidders will receive notice from EHSD informing them of the funding decisions. If a bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request to **Employment and Human Services Department Director, 40**



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Douglas Drive, Martinez, CA 94553 or via email to contract_clerk@ehsd.cccounty.us no later than 5:00 pm on the 10th business day after award notification. The appeal will be conducted in accordance with the EHSD process.

Letters of appeal must state the following:

- The issue(s) appealed;
- How the alleged issue detrimentally affects the appellant; and
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one (1) of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed to contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Notification of a final decision on an appeal shall be made in writing to the bidder.

7.8 Contract Award and Negotiations

Successful bidder(s) will be expected to promptly enter into contract negotiations with WDBCCC. This may result in mutually agreed upon changes in plans or activities identified in the proposal. Actual contract(s) may include other agreements and clarifications of activities consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of any contract.

As a result of the contract negotiation process, the WDB reserves the right to:

1. Fund all or portions of a proposal; and/or
2. Require that one (1) awardee collaborate with another for the provision of specific services.

Contact(s) resulting from this RFP are expected to begin July 1, 2025.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.



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7.9 Contract Terms and Litigation Warranty

EHSD will negotiate contract agreements with the successful Bidder(s).

Bidders, by submitting a proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidders on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to the WDBCCC in the proposal. Disclosure will not automatically disqualify the Bidders; however, the WDBCCC reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of the WDBCCC.



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SECTION 8: CONTRACTING REQUIREMENTS

8.1 County Contract Requirements

Upon acceptance of a proposal and award of a contract by the Board of Supervisors, the successful bidder/s will enter into a standard County contract that specifies:

- A. Parties to the Contract
- B. Effective Dates
- C. Legal Type
- D. Signatories to the Contract
- E. Service Specifications and Provisions for Reporting, Monitoring and Evaluation
- F. Fiscal Provisions
- G. Program Budget
- H. Provisions for audit
- I. Contra Costa County Contract General Conditions
- J. Special Conditions

8.2 Additional Requirements

If a consortium of organizations is submitting a proposal, a lead agency must be responsible for overseeing and monitoring its partners and acting as the cognizant fiscal agent for the other partners.

Budgets will be negotiated on a line-item basis and will be examined for reasonableness and necessity in providing services.

Reimbursement requests shall be fully supported by accounting documentation.

8.3 Type of Contract

All contracts resulting from this RFP will be cost reimbursement contracts. These contracts provide for the reimbursement of allowable costs which have been identified and approved in the contract, and which were incurred in the operation of the program.

8.4 Discrimination and Confidentiality

Discrimination: A Contractor awarded funds under this RFP shall not discriminate against any employee or applicant for employment because of race, sex, gender, age, religion, creed, national origin, ancestry, color, ethnic group identification, gender identity, gender expression, disability (mental or physical), political affiliation, sexual orientation, marital status, medical condition (including pregnancy, childbirth, breastfeeding or related medical conditions), or genetic information. This includes, but is not limited to the following: employment, upgrading or promotion, demotion, or transfer, recruitment



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advertising, layoff or termination, rates of pay or form of compensation, and selection for training, including apprenticeship. The Contractor shall not, in connection with the employment, advancement, or discharge of employees, discriminate against them because of their age, except upon the basis of a bona fide occupational requirement or retirement plan, or statutory regulation.

8.5 Monitoring, Reporting and Record Keeping

Monitoring: County, state, or federal staff may conduct monitoring of all programs. Representatives of EHSD, the State of California, Department of Labor or contractors of these units of government, and others who have a direct concern in administration of this funding may visit the contractor selected for this program at any time. All agency records must be available for inspection. All areas of the project will be subject to examination, which may include, but not be limited to, inspection of clients' case files, attendance records, and financial and bookkeeping records. Clients may be interviewed to verify eligibility, ensure required procedures are being followed, and to ensure provision of adequate services as prescribed by contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies collaborating with the contractor to ensure provision of agreed-upon services. In the event that contract requirements are not met, termination of contract may be considered after all other corrective action fails to improve grantee's compliance with contract requirements or performance goals. EHSD will conduct financial monitoring reviews of all subrecipients.

Reporting: Contractor shall be responsible for submitting accurate management information reports and forms on time and in the manner prescribed by the EHSD and will coordinate with the EHSD designated staff. Contractor will ensure that fiscal claims are submitted in entirety and the manner prescribed by the EHSD Fiscal Officer. Contractor shall receive reimbursement for costs by submitting monthly cost statements together with a request for payment by the tenth (10th) day of the following month.

Contractor will be required to provide additional reports as agreed-upon in the resulting contract

Record Keeping: Contractor will be expected to maintain complete up-to-date and accurate records and management controls as well as complete any required data collection forms as supplied by EHSD. Contractor is to maintain adequate records of service provision to document compliance with service plan and information on the performance outcomes stated in this RFP.

Contractor will be expected to maintain complete fiscal and accounting records, including, but not limited to, backup documentation to the contract budget, and demonstration of acceptable accounting methods to disburse costs.



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SECTION 9: REQUIRED FORMS

*All forms must be completed and attached to submitted proposals.
Electronic templates are posted on EHSD website under "RFP 1219" in "Contracting Opportunities".*

<u>Form #</u>	<u>Form Title</u>
9.1 #1	Proposal Cover Statement
9.2 #2	Statement of Qualifications
9.3 #3	Fiscal Management Checklist
9.4 #4	Budget and Budget Narrative Template



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9.1 Form #1: Proposal Cover Statement

This form must accompany the proposal package when submitted. Only one copy with original signatures is required.

PROPOSAL COVER STATEMENT – RFP 1219	
BIDDER ORGANIZATION NAME	
ADDRESS	Bidder Phone
	Bidder Fax
	Web Address
CONTACT PERSON	Contact Phone
	Contact E-mail
	Contact Fax
ADDRESS OF PROGRAM (if different than above)	
PROGRAM TITLE	
COLLABORATIVE PARTNERS/SUBCONTRACTORS (If applicable)	
AMOUNT OF FUNDING REQUEST	
TOTAL AMOUNT REQUESTED \$	
FEDERAL EMPLOYER NUMBER	501(C)(3) EXEMPTION
AGENCY PRIOR YEAR NET OPERATING BUDGET \$	
AUTHORIZATION	
<p>We submit the attached response to the Notice of Request for Proposal No. 1219 dated _____ and all attachments and declare that: If this Response is accepted by the Board of Supervisors of Contra Costa County, I will enter into a standard contract with Contra Costa County to provide all work specified herein at the costs, which I have proposed, or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used to supplant or augment funding for other programs operated by the bidder/contractor unless stipulated within the proposal and accepted by the County.</p>	
AUTHORIZED REPRESENTATIVES: (two signatures required)	
Name: _____	Title: _____
Signature: _____	Date: _____
Name: _____	Title: _____
Signature: _____	Date: _____



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9.2 Form #2: Statement of Qualifications

1. List any licenses or certifications held by the agency, with expiration dates.

[Redacted]

2. a) Who administers the agency's fiscal system?

Name: | _____

Phone: _____

Title: _____

Work Schedule: _____

- b) What CPA firm prepares the agency's annual audit?

Name: _____

Phone: _____

Address _____

3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.

[Redacted]

4. Number of years' bidder has provided the services described in this proposal or related services. _____

5. Has bidder failed or refused to complete any contract? Yes No
if yes, briefly explain.

[Redacted]

6. Is there any past, present or pending litigation in connection with Contracts for services involving bidder or any principal officer of the agency? Yes No
if yes, briefly explain.

[Redacted]

7. Does bidder have a controlling interest in any other firm(s)? Yes No
if yes, briefly explain.

[Redacted]



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9.2 Form #2, Continued

1. List any licenses or certifications held by the agency, with expiration dates.

[Redacted]

2. a) Who administers the agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

- b) What CPA firm prepares the agency's annual audit?

Name: _____

Phone: _____

Address _____

3. Number of years' bidder operated under the present business name. List related prior business names, if any and timeframe for each.

[Redacted]

4. Number of years' bidder has provided the services described in this proposal or related services. _____

5. Has bidder failed or refused to complete any contract? Yes No
if yes, briefly explain.

[Redacted]

6. Is there any past, present or pending litigation in connection with Contracts for services involving bidder or any principal officer of the agency? Yes No
if yes, briefly explain.

[Redacted]

7. Does bidder have a controlling interest in any other firm(s)? Yes No
if yes, briefly explain.

[Redacted]

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9.3 Form #3: Fiscal Management Checklist

Proposals must be submitted in the following order with documents, as described (unless otherwise noted).

File #2: Save as "RFP 1219-Agency Name-Financials"

Fiscal Attachments

Select one of the following three:

- Single Audit, including any applicable corrective action plans (If applicable) **or**
 - A review or compilation of the financial statements prepared by a CPA (If not subject to single audit) **or**
 - A copy of the latest filed tax return;
- 1** copy of bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization);
- 1** copy of current Agency Budget with revenues and expenses indicated. Also, provide a list of funding sources with the amounts received from each listed; and
- 1** copy of bidder's manual of fiscal procedures and policies, if available.

If a single audit is not available, and you have not provided your policies and procedures, please complete the fiscal management narrative section below.

- Fiscal Management Narrative (Maximum 10 pages) including Budget Narrative.
- Describe how your fiscal system is administered, including responsibilities of the Board of Directors, Executive Director, and staff in fiscal management.
 - Provide a brief description of the lead organization's accounting system and internal controls. Including: Timekeeping system, Inventory system, Payroll system and cost allocation plan and methodology.
 - A detailed discussion of leveraged resources provided. Leveraged funds can include cash contributions, staff effort, space, or other revenue generation, and in-kind contributions. List each source of leveraged resources, the dollar value, and the function of each leveraged resource.
 - List what indirect cost rate will be used (i.e. the 10% de minimis rate or your negotiated indirect cost rate). If using the negotiated indirect cost rate, please list what the rate is, which Federal Agency it is recognized by, and the expiration date of the rate. Reference the [EDD Directive](#) for more information.



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9.4 Form #4: Budget and Budget Narrative Template

Entity Legal Name:		
Term Start Date:	07/01/23	
Term End Date:	06/30/25	
Cost Reimbursement Amount		
In-Kind Match Amount (If Applicable)		
Total Budget with Match	\$ -	
BUDGET CATEGORY DESCRIPTION	BUDGETED COST REIMBURSEMENT AMOUNT	BUDGET NARRATIVE
PERSONNEL AND FRINGE BENEFITS	\$ -	
OPERATING COSTS	\$ -	
OTHER COSTS	\$ -	
PARTICIPANT COSTS	\$ -	
INDIRECT OVERHEAD AND/OR ADMINISTRATIVE COSTS	\$ -	
COST REIMBURSEMENT AMOUNT	\$ -	
BUDGET - IN-KIND MATCH (If Applicable)	IN-KIND AMOUNT	BUDGET NARRATIVE
IN-KIND MATCH	\$ -	
IN-KIND AMOUNT	\$ -	
Cost Reimbursement Amount	\$ -	
In-Kind/Match Amount	\$ -	
Total Budget	\$ -	
BUDGET AMOUNTS FROM CELLS B6 & B7	-	
MUST BE ZERO	-	



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SECTION 10: APPENDICES

10.1 County General Conditions

1. **Compliance with Law.** Contractor shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated there under, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller



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General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges there under.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents or written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification



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prepared pursuant to this Section will operate as an amendment to, or be considered a part of, this Contract.

8. **Modifications and Amendments.**

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent of the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval. This Contract may be modified or amended by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or



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revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County be thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with the County. Contractor covenants that Contractor, its employees and officials, are not employed by the County and have not been so employed by the County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity



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provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, or attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify the County for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.



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19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide the County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.



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20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6 and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights and Rights in Data**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title and interest, including all copyrights and other intellectual property rights, in or to



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the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and the Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity, and/or the County. If an audit is required, Contractor must provide County with the audit.



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- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.