

Solicitation RFP-PHD-FY11-0125

CPPW- OP COMMUNICATIONS AND MEDIA SERVICES



County of Santa Clara

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Bid RFP-PHD-FY11-0125 CPPW- OP COMMUNICATIONS AND MEDIA SERVICES

Bid Number **RFP-PHD-FY11-0125**
 Bid Title **CPPW- OP COMMUNICATIONS AND MEDIA SERVICES**

Bid Start Date **Jul 5, 2011 3:12:05 PM PDT**
 Bid End Date **Jul 26, 2011 3:00:00 PM PDT**
 Question & Answer End Date **Jul 12, 2011 3:00:00 PM PDT**

Bid Contact **Leticia Gordon**
Sr Healthcare Program Analyst
408-792-5233
Leticia.Gordon@phd.sccgov.org

Pre-Bid Conference **Jul 11, 2011 9:30:00 AM PDT**
Attendance is optional
Location: Santa Clara County Public Health Department Address: 976 Lenzen Avenue
Park Alameda Conference Room
San Jose, California 95126

Dial in: 1-866-285-7780
Access code:7848674#

Description

A. INVITATION/OVERVIEW

The mission of Santa Clara County (County) Public Health Department (PHD) is to prevent disease and injury and create environments that promote and protect the community's health.

PHD is pleased to announce funding for Communities Putting Prevention to Work (CPPW) on Communications and Media Services that supports Obesity Prevention in Santa Clara County. This one-year grant is funded by the Centers for Disease Control and Prevention (CDC) through the Prevention and Public Health Fund included in the Affordable Care Act (ACA) will expand countywide obesity prevention efforts.

The County is seeking qualified agencies/organizations to develop and implement a comprehensive Communications and Media plan to support the components of the MAPPS strategies (Media, Access, Point of decision information, Price and, Social support services) that are being implemented in Santa Clara County.

In order to be considered for funding Offeror's must meet the mandatory requirements listed in Section I.B.

A non-mandatory pre-proposal conference will be held at the date, time and location specified in the Schedule of Events in Section II.A.

This RFP contains instructions for completing a proposal response, and background information on program goals and strategies, and funding restrictions. It also outlines reporting requirements the successful Offeror must meet once an award has been made.

This RFP will result in a single award in the form of a contract. The anticipated term of the contract is September 1, 2011 through August 31, 2012, with the option to renew or extend the contract period.

B. MANDATORY REQUIREMENTS

Proposals that do not meet the following mandatory requirements will not be considered for evaluation.

1. Offerors must be regularly and continuously engaged in the business of providing communications services and designing media and/or social marketing campaigns for diverse populations for at least five (5) years.
2. Letter of Agreement: Offerors must include a letter of agreement from any collaborative partner agency engaged and funded to accomplish the work delineated in this proposal.
3. Letter of Intent (LOI): Offerors are required to submit a Letter of Intent by the date and time specified in Section 11.A, to be eligible to submit a proposal for consideration. The LOI can be submitted via email to the Procurement Officer.

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COUNTY OF SANTA CLARA, CALIFORNIA



REQUEST FOR PROPOSAL #RFP-PHD-FY11-0125
FOR
COMMUNITIES PUTTING PREVENTION TO WORK -
OBESITY PREVENTION
COMMUNICATIONS AND MEDIA SERVICES
OF THE COUNTY OF SANTA CLARA AND ITS RELATED ENTITIES
(SEPTEMBER 1, 2011 – AUGUST 31, 2012)

RFP RELEASED: JULY 5, 2011

LETTER OF INTENT DUE: JULY 18, 2011 BY 3:00 P.M. PACIFIC TIME ZONE (PT)

PROPOSALS DUE: JULY 26, 2011 BY 3:00 P.M. (PT)

PRE-PROPOSAL CONFERENCE
JULY 11, 2011 AT 9:30 A.M. (PT)
PUBLIC HEALTH DEPARTMENT
PARK ALAMEDA CONFERENCE ROOM (1ST FLOOR)
976 LENZEN AVE.
SAN JOSE, CA 95126

CONTACT: LETICIA GORDON

408-792-5233

LETICIA.GORDON@PHD.SCCGOV.ORG

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The vision of the County of Santa Clara Public Health Department is to create a healthy community for all people to live, work and play.

I. INTRODUCTION

A. INVITATION/OVERVIEW

The mission of Santa Clara County (County) Public Health Department (PHD) is to prevent disease and injury and create environments that promote and protect the community's health.

PHD is pleased to announce funding for Communities Putting Prevention to Work (CPPW) on **Communications and Media Services** that supports Obesity Prevention in Santa Clara County. This one-year grant is funded by the Centers for Disease Control and Prevention (CDC) through the Prevention and Public Health Fund included in the Affordable Care Act (ACA) will expand countywide obesity prevention efforts.

The County is seeking qualified agencies/organizations to develop and implement a comprehensive Communications and Media plan to support the components of the MAPPS strategies (**M**edia, **A**ccess, **P**oint of decision information, **P**rice and, **S**ocial support services) that are being implemented in Santa Clara County.

In order to be considered for funding Offeror's must meet the mandatory requirements listed in Section I.B.

A non-mandatory pre-proposal conference will be held at the date, time and location specified in the Schedule of Events in Section II.A.

This RFP contains instructions for completing a proposal response, and background information on program goals and strategies, and funding restrictions. It also outlines reporting requirements the successful Offeror must meet once an award has been made.

This RFP will result in a single award in the form of a contract. The anticipated term of the contract is September 1, 2011 through August 31, 2012, with the option to renew or extend the contract period.

B. MANDATORY REQUIREMENTS

Proposals that do not meet the following mandatory requirements will not be considered for evaluation.

1. Offerors must be regularly and continuously engaged in the business of providing communications services and designing media and/or social marketing campaigns for diverse populations for at least five (5) years.
2. **Letter of Agreement**: Offerors must include a letter of agreement from any collaborative partner agency engaged and funded to accomplish the work delineated in this proposal.
3. **Letter of Intent (LOI)**: Offerors are required to submit a Letter of Intent by the date and time specified in Section II.A, to be eligible to submit a proposal for consideration. The LOI can be submitted via email to the Procurement Officer.

C. BACKGROUND

In the United States today, seven of ten deaths and the vast majority of serious illness, disability, and healthcare costs are caused by chronic diseases, such as cardiovascular disease. More than 75% of healthcare expenditures in the United States are spent to meet the health needs of persons with chronic conditions (www.cdc.gov/nccdphp/overview.htm). Many Americans die prematurely and suffer from diseases which are preventable. Research has shown that implementing policy, systems, and environmental changes, and other broad-based policy change strategies, can result in behavior changes related to obesity, which positively impacts multiple chronic disease outcomes.

Obesity is the second leading cause of preventable death in the US and overweight and obesity have become the fastest growing epidemics affecting 120 million American adults today. Funds spent to lower the rates of overweight and obesity in Santa Clara County will benefit the health of residents while helping our local economy.

The key to the success the CPPW – Obesity Prevention initiative will be to implement community-wide policies, systems, and environmental changes that reach across all levels of the socio-ecological model. It must also include the full engagement of leadership in city and county governments, obesity prevention coalitions, schools, businesses, community and faith-based organizations,

community developers, transportation and land use planners, parks and recreation leaders, healthcare providers, academic institutions, foundations, and many other community sectors working together to promote health and prevent chronic diseases. Funded programs need to build on, but not duplicate current Federal programs as well as state, local, or community programs and coordinate fully with existing programs and resources in the community.

1. CDC APPROVED CPPW OBESITY PREVENTION GOALS FOR SANTA CLARA COUNTY

Goal 1: Increase opportunities for active transportation (walking, biking and transit use) to create inviting and livable communities

- i. Leverage and expand city initiatives to create or augment existing active transportation policies such as complete streets policies, pedestrian and bicycle master plans, crosswalks policies, bike parking policies.
- ii. Support Safe Routes to School policies to promote walking and biking to school.
- iii. Promote integration of health into planning processes (i.e. general plan updates, city use policies, zoning ordinances & park plans).

Goal 2: Increase access to healthy food and beverages

- i. Adopt city/county policies to increase access to healthy food and beverages based on nutrition standards.
- ii. Expand access and acceptance of EBT/Food Stamps in Cities and retail locations.
- iii. Adopt healthy food and beverage policies in both public and private sectors.

Goal 3: Increase consumption of water and other healthy beverages through expansion of the ReThink Your Drink Social Marketing Campaign

- i. Expand ReThink Your Drink Initiative.
- ii. Adopt organizational and jurisdictional policies related to healthy beverages.
- iii. Promotion of tap water and other healthy beverages.

Goal 4: Create healthier environments through healthy eating and physical activity strategies

- i. Involve and support the county, cities, and businesses to join and participate in the Let's Move Cities and Towns and Let's Move Business initiatives.
- ii. Support organizational policy change that promotes healthy eating and physical activity in child care sites, schools, faith-based and youth-based organizations, and worksites.

D. SUMMARY OF FUNDING

This RFP is for a funding period of September 1, 2011 through August 31, 2012. The maximum amount available for this RFP is \$259,000. Funding awarded under this agreement will be to develop and implement a comprehensive communications plan and media campaign to expand the reach of the Sugar Savvy/ReThink Your Drink Initiative, including media placement and implementation of a social marketing strategy. Offeror's cost for direct professional services and earned media are recommended not to exceed \$110,000. Hard costs for media buys and placement are recommended not to exceed \$149,000.

Although only one grant will be awarded, multiple agencies can work together to meet the grant objectives, each bringing in the strength of their individual agency.

Any contract awarded under this RFP is contingent upon the appropriation of sufficient funding by CDC and the Affordable Care Act. If funding is reduced or eliminated during the term of any contract under this RFP, the County will have the option to terminate this contract with no liability occurring to the County.

1. FUNDING RESTRICTIONS

- a. This RFP is only for non-research activities supported by CDC. If research is proposed, the proposal will not be reviewed. For the definition of research, please see the CDC website at the following Internet address:
<http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch.pdf>
- b. Funds may not be used for clinical care.
- c. Funds may only be expended for reasonable program purposes, including personnel, travel, supplies, and services, specified in the contract.
- d. Contractor may not use HHS (Health & Human Services)/CDC funding for the purchase of furniture or equipment. However, if equipment purchase is

integral to a selected MAPPS (Media, Access, Point of decision information, Price and, Social support services) strategy, it will be considered. Any such proposed spending must be identified in the budget. As part of contract negotiations, any equipment identified to meet scope of work deliverables will be reviewed against HHS/CDC guidelines, and final determination for approval will be made by the County.

- e. Contractor may not use funding for construction.
- f. Contractor may not use these funds for lobbying.

E. PROJECT OVERVIEW

The focus of the CPPW – Obesity Prevention Program are high-impact physical activity and nutrition policies and interventions that are designed to lead to sustainable policy, systems, and environmental change as well as to promote health and reduce the burden of chronic diseases for those living in Santa Clara County.

The purpose of this project is to develop and implement a comprehensive communications plan and media campaign to expand the reach of the Sugar Savvy/ReThink Your Drink Initiative, including promotion of tap water and other healthy beverages.

F. PROJECT SCOPE OF WORK FOR A COMMUNICATIONS PLAN AND MEDIA CAMPAIGN SERVICES

The selected Offeror will work in collaboration with the PHD to finalize the communications and media work plan and timeline. Based on the final communications and media work plan and timeline, the Offeror will be expected to develop the Communications Plan for CPPW-Obesity Prevention, implement the “Sugar Savvy” social marketing campaign, purchase paid media tied to this initiative, and assist with development and placement of earned media. To perform the services listed below, the Offeror is expected to attend multiple onsite meetings with PHD project staff and other key stakeholders. Expected services will include:

1. Develop an overall CPPW – Obesity Prevention Communications Plan that details effective communication channels, strategies and consistent messages targeted at low-income, diverse populations in Santa Clara County. The plan should utilize a variety of communication vehicles and strategies to support the CPPW- Obesity Prevention goals and strategies (as outlined in Section I.C.1). As part of the Communication Plan, the following information should be included: target audience(s), key messages and tools for reaching those

- audiences, the development of needed materials and other deliverables for the implementation of this plan.
2. Build out and execute an implementation plan specific to the County Sugar Savvy/Rethink Your Drink Initiative (see Section I.C).
 - a. Adapt existing sugar savvy media campaigns (e.g. print, radio, YouTube videos) and messaging for the culturally and linguistically diverse targeted audiences within Santa Clara County, with a focus on low-income families as well as Latino, African-American and Asian Pacific Islander adults and parents (for more information on existing campaigns through CPPW obesity prevention communities see: <http://www.cdc.gov/CommunitiesPuttingPreventiontoWork/communities/obesity.htm>);
 - b. Translate as required for adaptation of media campaign and messaging;
 - c. Conduct focus groups with targeted, low-income, ethnically diverse audiences to test the adapted messaging and materials;
 - d. Provide copy, design, identify media placement, pre-placement production and use the funds provided in this grant for the paid advertising buys in venues such as: transit shelters, bus sides, mall kiosks, billboards and radio;
 - e. Develop, manage, and implement a social media strategy (including such media platforms as Facebook and Twitter);
 - f. Create copy and facilitate placement for earned media tied to Sugar Savvy Initiative such as: news stories, articles, op eds, and press releases.
 - g. Review and provide guidance on campaign messages and materials developed by the Public Health Department with its primary partners to ensure continuity of the Sugar Savvy initiative countywide.
 3. Provide consultation to CPPW-Obesity Prevention goals and strategies beyond the Sugar Savvy/Rethink Your Drink initiative (Section I. C.).
 4. Create, pitch and place news stories, articles, op eds, and press releases.
 5. Based on information provided by CPPW-Obesity Prevention team, write and package brief policy success stories for the media.

Health Inequities

Offerors are encouraged to reduce health inequities by proposing media strategies that will promote healthy eating and active living among: ethnic/racial groups, low-income groups, geographic communities that are most

affected by high obesity rates and have limited access to healthy foods and safe places to walk and bike. Please see the 2010 Health Profile Report found at www.sccphd.org for more information on health inequities in Santa Clara County. The ethnic/racial groups most affected by obesity in Santa Clara County are: Latino/Hispanics, Pacific Islanders, African-Americans and immigrants (Source: 2010 Health Profile Report). Other special interest to Santa Clara County Public Health Department under this RFP are geographic areas of high need where a predominance of people are living in households with incomes less than 200% of the federal poverty level. People living in households with incomes less than 200% of the federal poverty level are more affected by health inequities (Source: "Social and Health Inequities in Santa Clara County" Report).

G. ELIGIBILITY CRITERIA

Eligible Offerors are community non-profit organizations, public agencies and for profit organizations that have the experience and capacity to develop a communications plan and implement a media campaign.

H. COLLABORATION

Offerors may apply individually or in collaboration. Collaboration means that two or more organizations agree to a shared project plan that clearly defines roles and deliverables for each organization and identifies the "lead organization" that would be contracted with the County and accountable for project implementation. The lead organization also serves as the fiscal agent and would issue subcontracts to the other participating organization(s)/ collaborative partner(s). Offerors proposing collaborative work must describe the relevant partnership(s) in a joint proposal.

- a. Collaborative proposals must provide letters of agreement signed by collaborators which clearly describes roles and responsibilities of the involved parties, the name of the lead organization or fiscal agent, and the project governance. Funded and non-funded partners must be clearly stated.
- b. The experience and role of each agency must be clearly delineated as instructed in Section IV. C and G.3. Funding allocations for each agency must be included in the budget and the specific tasks should be outlined in the budget justification.

I. POST AWARD REQUIREMENTS

1. GENERAL

In the performance of this project, Offerors will be expected to:

- a. Submit a written work plan and budget that reflects a start date of no more than 30 days after the contract effective date.
- b. Establish and/or retain the minimum staffing necessary for a comprehensive evaluation of all activities associated with the CPPW – Obesity Prevention Program’s Communications and Media Services within 30 days of contract start date.
- c. Meet with PHD Program Manager to obtain copies of existing information applicable to the project, including grant requirements, reports and studies previously prepared and applicable to County of Santa Clara policies and standards.
- d. Conduct project management meetings at least monthly and as needed with PHD Staff.
- e. Monitor the relationship of scope of project vs. available funding, document deviations and present/discuss with PHD Program Manager.
- f. Ask for and receive prior approval for deviations from the original proposal.
- g. Abide by the disclaimer addressing the inclusion and use of PHD and HHS/CDC logos and attribution statement in all publications, presentations, and all other printed/written documentation that will be disseminated to any person or group (i.e. the public, partner organizations, governmental agencies, etc), outside of the contractor’s immediate organization.

2. FISCAL MANAGEMENT

- a. Funding provided to local entities and organizations must support the goals of the initiative.
- b. Funded agencies must ensure that a sustainability plan is in place that leverages all resources available, including federal, state, and local sources, taking into account funding commitments that support the CPPW initiative.
- c. Funded agencies should have established procedures to track and report expenditures separate from other federal funding and be able to prepare and submit required reports on a designated schedule (i.e. Offerors should have a financial system that is able to prepare reports and separate CPPW funds from other organization expenses).

3. REPORTING REQUIREMENTS

A detailed set of stringent guidelines accompany the ACA funds. Any contract awarded under this RFP will require the Contractor to adhere to the following guidelines:

- a. All contractors must submit quarterly progress reports by the fifteenth of the month immediately following the end of each federal fiscal year quarter (January 15th, April 15th, July 15th, and October 15th). Failure to meet ANY reporting requirements will be sufficient cause for immediate termination of a contract.
- b. By the fifteenth of the month immediately following the end of each federal fiscal year quarter (January 15th, April 15th, July 15th, and October 15th), the contractor is required to submit their quarterly invoice for the expenses they incurred during the quarter that just ended.

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS AND CONTACT INFORMATION

The Procurement Officer will make every effort to adhere to the following anticipated schedule:

	Action	Date
1.	Issue of RFP	7/5/2011
2.	Pre-Proposal Conference	7/11/2011 9:30 AM PT
3.	Deadline To Submit Written Questions	7/12/2011 by 3:00 PM PT
4.	Response to Written Questions/RFP Amendments (Addendum)	7/13/2011
5.	Submission of LOI	7/18/2011 by 3:00 PM PT
6.	Submission of Proposals	7/26/2011 by 3:00 PM PT
7.	Proposal Evaluation and Selection of Short List	7/27/2011 – 8/12/2011
8.	Interviews/Presentations (Optional)	8/15/2011-8/17/2011
9.	Selection of Finalist	August 2011
10.	Notice of Intent to Award	August 2011
11.	Contract Negotiations and Finalize Contract	August 2011
12.	Commencement of Contract	September 2011

PROCUREMENT OFFICER/POINT OF CONTACT:

The County has designated a Procurement Officer who is responsible to conduct this procurement whose name, address, telephone number, and email are listed below:

Leticia Gordon
 Public Health Department
 Contracts and Compliance Unit
 976 Lenzen Avenue, 2nd Floor
 San Jose, CA 95126
 Telephone: 408-792-5233
 E-mail: Leticia.Gordon@phd.sccgov.org

Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding this procurement. Other County employees do not have the authority to respond on behalf of the County.

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the Public Health Department. Copies of this RFP including supporting documents may be obtained from Bid Sync web site at www.bidsync.com.

2. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on the date and time specified in Section II.A, Sequence of Events and Contact Information and will be held at the following location:

Public Health Department
976 Lenzen Ave.
San Jose, CA 95126
Park Alameda Conference Room, (1st Floor)

Attendance at the conference is highly recommended but is not a prerequisite for submission of a proposal. Potential Offerors are able to participate in the pre-proposal conference via telephone by dialing: **1-866-285-7780** and entering **Access Code: 7848674#**. The County is not responsible for any technical difficulty during the teleconference.

All questions and responses relevant to the RFP will be listed in an Addendum and posted on www.bidsync.com.

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Potential Offerors may submit written questions via www.bidsync.com as to the intent or clarity of this RFP until the time specified in Section II.A. The Procurement Officer will not respond to questions submitted in any other manner or format.

4. RESPONSE TO WRITTEN QUESTIONS/RFP AMENDMENTS

Written responses to written questions and any RFP changes will be issued as an addendum and posted on www.bidsync.com.

The County reserves the right to post addenda until the RFP closing date and time.

5. LETTER OF INTENT (LOI)

All Offerors must submit a Letter of Intent by the date and time specified in Section II.A, Sequence of Events. The LOI must contain the Program Announcement Title & Number, Offeror Contact Information, and the Type of Applicant (community organization, school, etc.).

The LOI can be submitted via email to the Procurement Officer whose name and contact information is in Section II.A.

6. SUBMISSION OF PROPOSAL

PROPOSALS MUST BE RECEIVED NO LATER THAN THE DEADLINE SPECIFIED IN SECTION II.A. Proposals are to be received at the place listed below. All received proposals will be time stamped.

All deliveries via express carrier should be addressed as follows:

Leticia Gordon, #RFP PHD FY11-0125
Public Health Department
Contracts and Compliance Unit
976 Lenzen Avenue, 2nd Floor
San Jose, CA 95126

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP # and title as referenced on the cover page. Proposals submitted by facsimile or electronically will not be accepted.

7. PROPOSAL EVALUATION AND SELECTION OF SHORT LIST

An Evaluation Committee will review and evaluate the proposals. Offerors that demonstrate their capacity, ability and capability to meet the County's

requirements will be determined to be within the competitive range and selected on the shortlist of Offerors to progress to the next round of evaluation.

8. INTERVIEWS/PRESENTATIONS (OPTIONAL)

At County's option, Offerors may be required to perform an interview or presentation of their proposed project. Demonstrations/presentations will be held on-site at a County location. Date, time, and location to be determined.

9. SELECTION OF FINALIST

At County's option, one or more Offerors may be selected as finalists and invited to enter into negotiations with the County and/or proceed to the next round of evaluations.

10. NOTICE OF INTENT TO AWARD

County will notify Offerors whether or not they have been selected as a Finalist.

11. CONTRACT NEGOTIATIONS AND FINALIZE CONTRACT

At County's option, one or more Offerors may be selected to enter into final negotiations with the intent to award.

12. COMMENCEMENT OF CONTRACT

The date the contract will become effective.

C. GENERAL

1. INCURRING COST

This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

2. CLAIMS AGAINST THE COUNTY

Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures except as set forth in the terms of a definitive agreement between the County and the Contractor.

3. GUARANTEE OF PROPOSAL

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for one-hundred and eighty (180) days after the due date for receipt of proposals and/or one-hundred eighty (180) days after receipt of a best and final offer, if one is submitted.

4. BASIS FOR PROPOSAL

Only information supplied by the County in writing by the Procurement Officer in connection with this RFP should be used as the basis for the preparation of Offeror's proposal.

5. FORM OF PROPOSALS

Oral, telephone, facsimile, or electronic proposals will not be accepted.

6. AMENDED PROPOSAL

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified in a written format. The County personnel will not merge, collate, or assemble proposal materials.

7. WITHDRAWAL OF PROPOSAL

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed and submitted to the Procurement Officer.

8. LATE RESPONSES

All proposals submitted in response to this RFP must be delivered in person or received via courier or mail no later than the RFP due date and time. The Public Health Department time and date stamp will be the basis of determining receipt of proposal.

9. NO PUBLIC PROPOSAL OPENING

There will be no public opening for this RFP.

10. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

11. CONFIDENTIALITY

All data and information obtained from the County by the Offeror and its agents in this RFP process, including reports, recommendations, specifications and data, shall be treated by the Offeror and its agents as

confidential. The Offeror and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the County. Generally, each proposal and all documentation, including financial information, submitted by an Offeror to the County is confidential until a contract is awarded, when such documents become public record under state and local law, unless exempted under CPRA.

12. ELECTRONIC MAIL ADDRESS

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Offerors agree to provide the Procurement Officer with a valid e-mail address to receive this correspondence.

13. USE OF ELECTRONIC VERSIONS OF THE RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Public Health Department the version maintained by the Public Health Department must govern.

14. COUNTY RIGHTS

The County reserves the right to do any of the following at any time:

- a. Reject any or all proposal(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- c. Request that Offerors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d. Terminate the RFP, and at its option, issue a new RFP;
- e. Procure any equipment or services specified in this RFP by other means;
- f. Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- g. Extend a deadline specified in this RFP, including deadlines for

- accepting proposals;
- h. Negotiate with any or none of the Offerors;
 - i. Modify in the final agreement any terms and/or conditions described in this RFP;
 - j. Terminate failed negotiations with an Offeror without liability, and negotiate with other Offerors;
 - k. Disqualify any Offeror on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to the County;
 - l. Eliminate, reject or disqualify a proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as determined solely by the County; and/or
 - m. Accept all or a portion of an Offeror's proposal.

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III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors must provide one (1) original and six (6) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original must be stamped "original" and contain original signatures on the necessary forms.

All of the original binders must be stamped "original". Original Binder must contain all of the required signatures from the Offeror. The remaining sets should be copies of the originals.

Offerors must also provide a soft copy of individual documents of their proposal on two (2) CDs, using Microsoft Office 2003 software applications or if completed in Microsoft Office 2007, save as a 2003 version. In addition, Offerors must include a PDF document of the entire proposal. **The CDs shall be included in the original binder only.**

C. PROPOSAL FORMAT

All proposals shall be typewritten in English, on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.), and placed within a binder with tabs delineating each section. Standard one-inch margins should be applied and a 12 point Arial, Palatino, or Times New Roman font shall be used. Hard copies should utilize both sides of the paper where practical.

1. PROPOSAL PREPARATION INSTRUCTIONS

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

2. PROPOSAL ORGANIZATION

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- Tab 1 – Proposal Cover Letter
- Tab 2 – Table of Contents
- Tab 3 – Executive Summary
- Tab 4 – Offeror Experience/Information
 - 1. Description of experience as described in Section IV. C.
 - 2. Attachments
- Tab 5 – Financial Stability/Offeror Financial Information
- Tab 6 – Past Performance and References
- Tab 7 – Insurance Requirements
- Tab 8 – Response to Project Requirements
(Workplan, Communications Plan and Narrative)
- Tab 9 – Budget Response Form
- Tab 10 – Other Submittals
 - 1. Non-Collusion
 - 2. Declaration of Contractor
 - 3. Offeror's Terms and Conditions
- Tab 11 – Media (CDs) – Original Binder Only

3. NON-CONFORMING SUBMISSIONS

Any submission may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this Request for Proposal.

AT THE COUNTY'S SOLE DISCRETION NON CONFORMING PROPOSALS MAY BE REJECTED OR THE PROPOSAL'S OVERALL RATING MAY BE DOWNGRADED.

IV. PROPOSAL REQUIREMENTS AND SUBMITTALS

This section contains requirements and relevant information Offerors should use for the preparation of their proposals. Offerors should thoroughly respond to each requirement.

A. PROPOSAL COVER LETTER (TAB 1)

Each proposal received must include a cover letter. The cover letter **MUST**:

1. Identify the submitting individual, organization or business entity including the company name, business address, headquarters and all local offices, and telephone numbers.
2. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to negotiate a contract and contractually obligate the organization;
3. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification with regards to the Offeror's proposal;
4. Acknowledge receipt of any and all addenda to this RFP; and identify all sections of the proposal that the Offeror claims contain "proprietary" or "confidential" information; and
5. Be signed by the person authorized to contractually obligate the organization.

B. EXECUTIVE SUMMARY (TAB 3)

Include an executive summary which should be a one or two-page summary intended to provide the Evaluation Committee with an overview of the significant business features of the proposal.

C. OFFEROR EXPERIENCE/INFORMATION (TAB 4)

The Offeror shall include a statement of relevant experience in their proposal. The Offeror should thoroughly describe, in the form of a narrative **not exceeding five (5) pages**, the experience and success of their organization and

subcontractors in providing the proposed solution. Offerors are required to provide the following information:

1. Offerors shall provide the company name, business address, including headquarters and all local offices, and telephone numbers.
2. Offerors must provide a description of their organization, including the name of the jurisdiction in which the Offeror is organized and the date of such organization, names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.
3. Offerors shall provide a description of their experience working with a public agency of a similar size and magnitude as the County of Santa Clara in the last three years. List must include name of the agency, client and contact information.
4. Offerors must include the number of years of experience the organization has in providing communications services and designing media and/or social marketing campaigns for diverse populations.
5. Offerors must describe the capacity of the organization and its collaborative partner(s) to implement the required Communication Plan and media services described in Section I. F.
6. Offerors shall describe the organization's and/or partner's experience with media and/or social marketing campaigns that have focused on health promotion including healthy eating and physical activity, if applicable.
7. Offerors shall describe the organization's ability to meet the post award requirements listed in Section I.I, Post Award Requirements.
8. Offeror shall provide a complete disclosure if Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors have defaulted in its performance on a contract during the past five years which has led the other party to terminate the contract. If so, identify the parties involved and the circumstances of the default or termination.

9. Offeror shall provide a list of any lawsuits filed against the Offeror, its subsidiaries, parent, other corporate affiliates, or subcontractors in the past five years and the outcome of those lawsuits. Identify the parties involved and circumstances. Also, describe any civil or criminal litigation or investigation pending.
10. ATTACHMENTS (not included in the five-page limit):
 - a. Offerors shall provide resumes, and experience narratives for key personnel.
 - b. For collaborative proposals, offerors should include letters of agreement signed by collaborators which clearly describes roles and responsibilities of the involved parties, the name of the lead organization or fiscal agent, and the project governance.
 - c. Offerors may submit hard copy samples of previous work that demonstrates their ability to deliver the services described in this RFP. Electronic copies of samples provided on CD must be in PDF or Word 2003 format. Samples of video need not be submitted until an Offeror has proceeded to the interview phase of the evaluation process.

D. FINANCIAL STABILITY/OFFEROR FINANCIAL INFORMATION (TAB 5)

Offeror and/or lead agency shall submit copies of the most recent years independently audited financial statements, as well as those for the preceding three years, if they exist. The submission shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows, and notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror shall state the reason and, instead, submit sufficient information such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the financial stability of the Offeror. The Procurement Officer may request and the Offeror shall supply any additional financial information requested in a timely manner. Only one copy need be provided.

E. PAST PERFORMANCE AND REFERENCES (TAB 6)

The Offeror's proposal shall include three different external references from clients who have completed their projects in the last three years, who are willing to validate the Offeror's past performance on similar projects of size and scope.

The minimum information that shall be provided for each client reference follows:

1. Name of the contact person
2. Name of the company or governmental entity
3. Address of the contact person
4. Telephone number of contact person
5. Email address of the contact person
6. A description of the services provided and dates the services were provided.

F. INSURANCE REQUIREMENTS (TAB 7)

Offerors shall provide a certificate(s) of insurance or a copy insurance declaration page(s) with their proposals as written evidence of their ability to meet the insurance certificate and other applicable County insurance requirements in accordance with the provisions listed in the insurance exhibit of the RFP. In addition, Offerors should provide a letter from an insurance agent or other appropriate insuring authority documenting their willingness and ability to endorse their insurance policies making the County an additional insured.

G. PROJECT REQUIREMENTS (TAB 8)

1. Offerors shall submit a written work plan following the Microsoft Excel template and instructions in Appendix A.
2. Offerors shall submit a Communications Plan (**no page limit**) that details effective communication channels, strategies and consistent messages targeted at low-income, diverse populations in Santa Clara County. The plan should utilize a variety of communications vehicles, contain messages targeted at promoting increasing consumption of healthy beverages and should include: message development and focus group testing, materials design and development (print, radio ads, adapting YouTube videos), earned media, media buys and paid placement services.
3. Offerors shall submit a narrative statement, **not exceeding 8 pages**, that addresses the following:
 - a. Describe the methodology and approach that the proposer intends to employ in the development and implementation of the project requirements specified in Section I. F.

- b. The level of staffing for this project including:
 1. Identify all staff people who will implement the activities of this project, including their titles and qualifications and indicate who will be charged to the grant and who will provide in-kind support.
 2. Identify the staff person accountable for the project.
 3. Indicate which staff are existing staff and which staff will need to be hired. If a new staff person will need to be hired, explain the process the Offeror will use to hire for this position.
 4. Describe any other significant resources that will be leveraged for this project.
 5. If the Offeror is submitting a collaborative proposal, the role of each agency must be described.

- c. Describe how the Offeror will evaluate the components identified in its scope of work including:
 1. The outcomes and objectives your project aims to achieve. Objectives should be specific and measurable.
 2. Indicate how you will measure your objectives (i.e. survey, stakeholder interviews, and focus groups).

H. BUDGET AND BUDGET JUSTIFICATION RESPONSE FORM (TAB 9)

Offerors shall submit a budget and budget narrative following the Microsoft Excel template and instructions in Appendix B. For each line-item in your budget, provide a narrative justification. The Indirect costs may not exceed 10% of personnel and benefits.

Offeror's cost for direct professional services including, but not limited to, message development, testing, design and production (print, radio ads, YouTube video adaption) and earned media are recommended not to exceed \$110,000. Hard costs for media buys and placement are recommended not to exceed \$149,000.

I. OTHER SUBMITTALS (TAB 10)**1. NON-COLLUSION DECLARATION**

Offerors shall complete and submit Appendix C with their proposal the Non-Collusion Declaration with their proposals.

2. DECLARATION OF CONTRACTOR

Offeror's shall complete and submit Appendix D, Declaration of Contractor form with their proposal. Please refer to Exhibit C - Contracting Principles and Type II Contractor Information Packet for County policy and Contractor type definitions. Upon request by the County, all Type II declared contractors shall complete and submit the Type II Contractor Information Packet in Exhibit C.

3. OFFEROR'S TERMS AND CONDITIONS

If an Offeror objects to any of the County's terms and conditions listed in Exhibit A, the Offeror must propose specific alternative language and indicate the reason for its objection. The County may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

In addition, Offerors must submit with their proposal any additional terms and conditions that they expect to have included in the contract negotiated with the County. Offerors must provide specific proposed wording and a brief discussion of the purpose and impact, if any.

V. EVALUATION

A. EVALUATION FACTORS

The **Evaluation Criteria** listed below will be utilized in the evaluation of the Offeror's proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the following criteria. An Offeror must be acceptable in all criteria for a contract to be awarded, to that Offeror whose proposal provides the best value to the County.

The proposal response shall enable the Evaluation Committee to evaluate the responsiveness and quality of the proposal to each of the RFP requirements/criteria listed in Section IV. Factors determining the best value include, but not limited to the following:

1. Adherence to mandatory requirements.
2. Organization strength, experience, financial stability, references and reputation of Offeror;
3. Approach to meet the project requirements (Workplan, Communications Plan, Project Narrative)
4. Budget

CRITERION	DESCRIPTION	MAXIMUM POINTS AVAILABLE
1	Proposals that do not meet the Mandatory Requirements will not be considered for further evaluation.	Pass/Fail
2	Organization Strength, Experience, Financial Strength, References and Reputation of Offeror.	30
3	Approach to meet the project requirements as outlined in the Workplan, Communications Plan and Project Narrative.	50
4	Budget	20

B. LOCAL BUSINESS PREFERENCE

Funding source precludes Local Preference Policy.

VI. PROTEST PROCEDURE

The Department will e-mail all Offerors informing them of the proposal that was selected. Offerors whose proposals were not selected may file a written protest ("Protesters") no later than 5 days after being notified of the selection status.

A. FILING A PROTEST

The protest of an award must be in writing. The following must be written on the cover of the protest: "Protest Relating to #RFP-PHD-FY11-0125". The written protest must be emailed, faxed and/or mailed to the Director of the Department at the following address:

Dan Peddycord, RN, MPA/HA
Public Health Director
976 Lenzen Ave., 2nd Floor
San Jose, CA 95128
Fax: (408)792-5041
E-mail: dan.peddycord@phd.sccgov.org

All protests must be received by the Director within five days after the Notice of Intent to Award. Any protests received after this time will not be considered.

1. Contents of Protest

The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the Protester; (2) signature of the Protester or its representative; (3) grounds for the protest; (4) copies of any relevant documents; (5) the form of relief requested; and (6) the method by which the Protester would like to receive the Reviewing Officer's written protest decision. The written protest must clearly state the grounds for the protest. Protests should be concise and logically arranged.

2. Grounds for Protest

Protests shall be based only on one or more of the following grounds:

- a. The Protester believes the County failed to follow the procedures and adhere to requirements set forth in the solicitation or any addendum thereto.

- b. The Protestor believes there was misconduct or impropriety by County officials or evaluation team members.
- c. The Protester believes there was abuse of process or abuse of discretion by County officials or evaluation team members.

3. Protest Resolution Process

a. Informal Review by Department

The Director of the Department, or his or her designee, will review a timely protest and attempt to informally resolve it expeditiously. If the Department is not able to resolve the protest, then the Director or his designee, will forward the protest to an official who has been designated as the Reviewing Officer for the RFP.

b. Formal Review by Independent Reviewing Officer

The Director or his designee must forward the protest to the Reviewing Officer within 2 business days of not being able to resolve the matter. The Department may also forward additional documents to the Reviewing Officer that it believes are relevant to the review of the protest.

The Reviewing Officer shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. Only the information contained in a timely protest shall be considered by the Reviewing Officer. The Reviewing Officer has the authority to request additional information from the Protester or Department to clarify or confirm information submitted in a timely-written protest to assist with the Reviewing Officer's review of a protest.

The Reviewing Officer will issue a written decision on a timely written protest within 15 or more days of receiving a protest; however, the time for decision may be extended by the Reviewing Officer. The Reviewing Officer will issue the written decision to the Protester and the Department. If the Protester failed to specify in its written protest the method by which the Protester would like to receive the Reviewing Officer's written protest decision, the Reviewing Officer will send his written decision to the Protester by mail. The decision of the Reviewing Officer shall be final.

4. Remedies

If the Reviewing Officer sustains a protest in whole or in part, the Reviewing Officer shall have the sole discretion to determine an appropriate remedy in accordance with established guidelines. In determining the appropriate remedies, the Reviewing Officer may consider the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Department, the urgency of the procurement, and the impact of the recommendation(s) on the Department's mission.

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APPENDIX A- WORKPLAN RESPONSE FORM

CLICK ON THE MS WORD ICON BELOW FOR WORKPLAN TEMPLATE



Click here for
Workplan

Contract Period: September 1, 2011 – August 31, 2012

INSTRUCTIONS FOR COMPLETING PROGRAM WORK PLAN

- Contractor Name:** Name of organization
- Intervention Strategy:** Communities Putting Prevention to Work – Obesity Prevention: Communications and Media Services Work Plan
- Measurable Objective (s):** Objectives should clearly state how the Communications and Media strategies will be evaluated to measure changes in policy, systems and environments. Objectives should be **Specific, Measurable, Achievable, Relevant, and Time-framed. (SMART)**
- A. Activities** Describe steps associated with the critical elements of your Communications and Media work plan design and proposal. See attached CPPW Communication and Media sample workplan for more details.
- B. Evaluation Methods** Identify specific evaluation methods associated with the Communications and Media specific measurable objectives. An evaluation method must be linked to each measurable objective. (See example on attached CPPW Communication and Media sample work plan)
- C. Data on Expected System/ Policy Outcome** Describe the collection tools and methods necessary to evaluate the Communications and Media outcomes which will affect the environmental and policy changes that are an anticipated result of this initiative.
- D. Milestones** Identify quarterly achievements that correlate to percent of objective completion.
- E. Sustainability** Describe how the Communications and Media activities will be maintained over the course of the initiative.
- F. Timeframe** Delineate Communications and Media activity completion time frame and correlate to identified quarterly milestones.

APPENDIX B BUDGET AND BUDGET JUSTIFICATION RESPONSE FORM

CLICK THE EXCEL ICON BELOW FOR THE BUDGET FORM



Appendix B Budget
Form.xls

INSTRUCTIONS FOR COMPLETING BUDGET AND BUDGET JUSTIFICATION

BUDGET CATEGORIES

1. Personnel

- a. List personnel line items by position and, if known, indicate the name of the staff person filling that position. Indicate the annual salary.
- b. Indicate the percent of time for each position that will be dedicated to the contract and the total number of months. (i.e. 1.0 FTE x 12 months)
- c. Provide a basic job description. Indicate the amount associated with direct service staff (e.g. evaluator, office coordinator, etc.) as well as supervisory staff (e.g. Program Manager, etc.)
- d. Identify the percentage and amount of employee benefits for the contract.

2. Equipment

- a. List any equipment necessary to complete grant activities. Please note contractor may not use HHS (Health and Human Services)/CDC funding for the purchase of furniture or equipment, however, if equipment purchase is integral to a selected MAPPs (Media, Access, Point of Decision Information, Price and Social Support) strategy it will be considered.

3. Supplies

- a. General expenses including office supplies, educational materials, telephone, staff development, postage, equipment lease, equipment maintenance and printing.

4. Travel

- a. Transportation including mileage for staff, per diem or other reimbursements

5. Contracts/Collaborative Agreements

- a. List any subcontractor funded under the program budget and the amount allocated.
- b. All subcontractors will be required to submit quarterly reports.
- c. Contracts of \$25,000.00 or more must comply with full ACA Federal reporting requirements including submission of a quarterly 1512 Report (Recovery Act Report)

6. Indirect

- a. This category should include senior administration, insurance/liability and all other expected costs associated with managing the program

**APPENDIX C
NON-COLLUSION DECLARATION**

I, _____, am the
(Print Name)
_____ of _____,
(Position/Title) (Name of Company)

the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Offeror has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct:

COMPANY NAME: _____

AUTHORIZED
SIGNATURE _____

PRINT NAME: _____

DATE: _____

APPENDIX D DECLARATION OF CONTRACTOR

(To be completed by all Type I and Type II contractors)

This is a Type I service contract under the Board of Supervisor's Resolution of Contracting Principles.

If this box is checked, please complete the following:

Type I Category: _____

Explanation: _____

This is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

The contractor currently has other County contracts for the same or similar services:

Yes No

If **Yes** is checked, please list and describe contracts, names of departments, types and dollar amounts.

I am authorized to complete this form on behalf of _____

[name of contracting entity].

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Contractor Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT A – SAMPLE COUNTY AGREEMENT

SECTION I: GENERAL INFORMATION

Date: _____ **Purchase Order Number:** _____
Agency/Department Name: _____ **Department No.:** _____

Brief Description of Services: _____

(Procurement Department Use Only)

Maximum Financial Obligation: \$

Term of Agreement: Start Date: _____ **End Date:** _____

For County Use Only – SAP						
	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
<i>Line 1</i>						
<i>Line 2</i>						

H, I or J
Expense Code
Dept. Code
Capital Project Code
“PCA” code - Optional

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY of SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Name:		Agency/Dept:	
Contact Person:		Contract Monitor:	
Address:		Address:	
City/State/Zip:		City/State/Zip:	
Telephone:	Fax:	Telephone:	Fax:
SCC Vendor Number (SAP):		Fiscal Contact:	

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

SIGNATURES

Contract is not valid until signed by Contractor and Procurement Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority

Contractor:	Date:
Procurement Department:	Date:
Agency/Department Manager:	Date:
Agency/Department Fiscal Officer:	Date:
County Counsel: <i>(Signature required when the Standard Provisions language (Section VI) is changed or for IT Services of \$500,000 or less. It is also required when contract was approved by a delegation of authority from the Board)</i>	Date:
Office of the County Executive: <i>(Signature required when Board approved contract by a delegation of authority)</i>	Date:

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

For federal tax purposes Dependent/Independent status is an important distinction. It affects how the contractor files tax returns and the contractor’s responsibility for various federal and state taxes. The questionnaire also determines the contractor’s eligibility for Medicare and Social Security, Public Employees’ Retirement System benefits, and other benefits.

Is Contractor a government entity, corporation, nonprofit organization or school district?

- This is an Independent Contractor. **Proceed to Section V**

Complete the Questionnaire (For help with the Questionnaire, visit www.oba)

Questionnaire to be Complete by Contracting Department to Determine Dependent or Independent Status of Contractor

		YES	NO
1	Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO, please explain.		
4	Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? If NO, please explain.		
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before - answer NO and explain briefly.		
6	Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? If NO, please explain.		
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box “No”. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued. Bus Lic. # _____ Issued by: _____		
8	Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer “NO” to this question. If NO, please explain. Be sure this answer matches the contract payment schedule in Section V.		

9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.		
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If at least 5 of the above questions were answered “NO”, Contractor is an **Independent Contractor**.

If 5 or more of the above questions were answered “YES”, Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee’s Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor’s tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor’s Initials: _____
Officer _____

Reviewed and signed off by **Dept. Fiscal**

SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—“Attachment A”. If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or See Attachment _____ attached hereto and incorporated herein by this reference

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

Or See Attachment _____ attached hereto and incorporated herein by this reference

C. PERFORMANCE STANDARDS

List specific standards and criteria sufficient to evaluate Contractor’s performance and quality of deliverables

Or See Attachment _____ attached hereto and incorporated herein by this reference

D. PAYMENT SCHEDULE

Be specific as to hourly rate, payment by milestones, etc. **All reimbursements for travel shall comply with the current County Travel Policy**

Or See Attachment _____ attached hereto and incorporated herein by this reference

Changes to the terms and conditions on this page require approval of County Counsel

SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. CONFLICTS OF INTEREST

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

F. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

G. NON-DISCRIMINATION

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

-- OR --

Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

H. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

--OR --

Alternate Termination Language Attached (Requires County Counsel Approval). Any alternate termination language must include the following budgetary contingency provision: This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

I. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts

If contractor's cumulative total of contracts with the County exceeds \$100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

- Contractor has no other current County contracts for same or similar services
- Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

Agency/Dept/Division	Type of Service	Current Fiscal Year Contract Amount
		\$
		\$
Total of all Current Fiscal Year Contracts		\$

Or See Attachment _____

B. CONTRACTOR SELF-DECLARATION

TYPE I

Contractor declares that this is a Type I service contract under the Board of Supervisor's Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: _____
Explanation: _____

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the County's intended action.

-- OR --

TYPE II

Contractor declares that this is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of **three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer** or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit"

- includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
 - f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
 - g. As required under the Resolution and the County’s implementing procedures, Contractor provided to County as a part of the selection [*substitute “renewal,” “extension,” or “amendment” as appropriate*] process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor’s employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County’s intended action.

SECTION VIII: INSURANCE / INDEMNIFICATION

Independent Contractors must comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

- B-2 Standard Service Contracts Above \$100,000
- B-2A Standard Service Contracts Between \$50,001 and \$100,000
- B-2B Standard Service Contracts Between \$10,001 and \$50,000
- B-2C Standard Service Contracts Up To \$10,000
- B-2D Environmental Services Contracts
- B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- B-3A Architects and Engineers Service Contracts
- B-9 Part-time Trainer Contracts up to \$50,000

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

YES	NO
-----	----

<p>1. Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.</p>		
<p>2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.</p>		
<p>3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.</p>		
<p>4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If “YES” then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</p>		

When “NO” is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

B. State Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor’s terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

Exhibit Name(s) _____

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

Statement of Economic Interest, FORM 700

If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract's effective date of _____. Contractor must submit Form 700 by _____ to the Department's Contract Monitor. Department's Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by _____.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

ADDITIONAL TERMS

1. Ownership Rights to Materials / Restrictions on Use

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights.

2. Debarment and Suspension Certification

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties

Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

3. Budgetary Contingency

Performance and/or payment by the County pursuant to this Agreement or any contract release purchase order is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement or any contract release purchase order. If funding is reduced or deleted by the County for services covered by this Agreement or any contract release purchase order, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

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EXHIBIT B

INDEMNITY AND INSURANCE REQUIREMENTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request. This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:
 "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.
4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

 - 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or

qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self- insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT C
CONTRACTING PRINCIPALS

October 1997

WHEREAS the County of Santa Clara purchases contract services;

WHEREAS the County of Santa Clara purchases these services in the interests of meeting the needs of its residents and such services are integral to the County's mission to serve the public;

WHEREAS the County of Santa Clara is concerned over the increased costs of providing health care to the uninsured through the services of the Santa Clara Valley Health and Hospital System;

WHEREAS the County of Santa Clara is committed to the provision of quality services, whether provided directly by the County or by contract agencies;

WHEREAS the County of Santa Clara is committed to insuring that services are provided by responsible contract agencies;

WHEREAS the County of Santa Clara seeks to maximize direct resident/client services while minimizing indirect service costs and seeks to promote fiscal responsibility;

WHEREAS the County of Santa Clara has an interest in encouraging, to the extent possible, an environment in which labor and employment disputes do not disrupt the continuous delivery of purchased services;

WHEREAS the County of Santa Clara has a strong and ongoing interest in providing continuous services to the consumers of those services;

WHEREAS the County of Santa Clara needs to know the level of pay and benefits provided by County contractors in order to intelligently consider their impact;

WHEREAS this consideration should take place in the County's open and public discussion of contract awards;

NOW, THEREFORE, be it resolved that effective June 1, 1998, as a condition of the renewal of any contract or the letting of any new contract any agency or company contracting to deliver services for the County shall comply with the following contracting principles;

I. Contracting Principles

A. All Type I and Type II contracts, as hereinafter defined, shall include a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws.

B. In order to assure fiscal responsibility, strength and compliance with these principles all Type I and Type II contracts shall include a contract provision specifying that the contractor shall maintain financial records, that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract.

C. All Type II contractors shall provide specific information in addition to that which is required of a responsible bidder. The information will be delineated in the contractor selection process document but shall, at a minimum, include the following information pertaining to the actual provision of services and/or expenditures charged to the contract:

1. Information regarding the wage level, pay range and benefits for positions and job classifications.

a) The wage and benefit information for executive, managerial and supervisory positions may be presented as one aggregate figure. For example: "Executive, Managerial and Supervisory wage and benefits costs for this contract are (or in the case of a new program the projected level) \$X for each year of the contract." However, in no instance would an individual be identified by employee name.

b) The wage level, pay range and benefit costs for all other positions and job classifications that will be providing actual services and/or expenditures charged to the contract should specify actual distribution (or in the case of a new program the projected level) of wage rates within each pay range by the specific salary level. However, in no instance would an individual salary be identified by employee name. In the case of single position job classes the information may be aggregated with similar job classes.

For example: "In Job Classification A there are five positions with a pay range of \$X to \$Y. With two employees paid at \$X, two employees paid at \$Y and one paid at \$Z midpoint between \$X and \$Y."

c) If medical insurance is provided a summary of coverage for each plan must be submitted (or in the case of a new program the projected level). In addition, the County may also request the entire plan document.

The summary must include the total premium cost, the amount of the premium paid by the employer and employee, and any co-payments or other employee costs.

If medical insurance is not provided, the County Agency/Department presenting the contract for approval shall calculate and disclose the costs of providing medical insurance to the employees of the contractor. Costs shall be determined by the County Executive based on a standard cost provided by the Santa Clara Valley Health and Hospital System.

2. Length of Service

a) The length of continuous employment with the contractor by job classification (information shall not include employee names).

b) In addition, the contractor may submit information detailing the relevant prior experience of employees within each job classification (information shall not include employee names).

3. The annual rate of staff turnover.

4. The number of hours of training for each position in subject matters directly related to providing services to County residents/clients.

5. The number of legal complaints issued by an enforcement agency for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws. The information must include the date, enforcement agency, the rule, law or regulation involved and any additional information the contractor may wish to submit.

6. Copies of any collective bargaining agreements or summary of personnel policies covering the employees providing services to the County.

D. All Type II contracts shall include a contract provision specifying that in order to determine compliance to these principles as well as the contract, the contractor shall be required to provide the County or its agents, except where prohibited by federal or state laws, regulations or rules, reasonable access, through representatives of the contractor, to facilities, records and employees that are used in conjunction with the provision of contract services.

E. During the term of any contract all Type II contractors shall provide to the County copies of any financial audits that have been completed. The contractor shall use County funds for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contracts, this shall not preclude the realization of profits or savings.

F. During the term of any contract all Type II contractors shall advise the County Department/Agency responsible for monitoring the contract of the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State or Local agency for alleged violations of federal, state or local rules, regulations or laws. In addition, the specific contract may include additional provisions regarding notice to the County of specific client/patient service issue complaints.

G. During the term of any contract all Type II contractors shall advise the County of the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

H. Violations of this policy may be considered material breaches of any Type I or Type II contract, and may, at the option of the county, constitute grounds for the termination or non-renewal of any such contract, according to its terms. The contractor shall be provided reasonable notice of any intended termination or non-renewal and the opportunity to respond and discuss the County's intended action.

II. Definitions

A. For purpose of this Resolution renewal of any contract shall not include modifications or amendments that do not extend the original length of the contract.

B. For purposes of this Resolution services shall not include the rental, purchase, sale, lease, lease back or lease purchase of goods. Nor shall the rental, purchase, sale, lease, lease back or lease purchase of any facility or property be included.

C. For purposes of this resolution Type 1 Service contracts shall include any of the following in which the county purchases services from:

1. Sole Source
2. Construction or other work required by law to be contracted out.
3. Individuals and contractors that employ less than twenty-five (25) employees.

4. Contract which provides for immediate needs necessary to preserve public health, safety or peace and any other emergency work which cannot be handled because staff and equipment have been allocated and the work must be done post-haste.
 5. Contract necessary to provide immediate emergency repair of facilities or equipment in order to preserve or provide continuous public, inmate, patient or client services or for the safety and health of the public or employees.
 6. Contract with other public agencies.
 7. Contract of One Hundred Thousand Dollars (\$100,000) or less (excluding contractors where the aggregate of multiple contracts for the same or similar services with the same contractor exceeds \$100,000), except where a labor contract contains a specific provision that requires notice to the County labor organization, then the labor contract provision and threshold dollar amount shall be applied.
 8. Contract with Professionals (such as legal, financial, engineering, architectural, management consulting services, and physician and medical consulting services) where the primary services contracted for will be provided by those professionals.
 9. Contract requires work to be performed with specialized equipment (such as trucks, cranes and other similar large equipment) including those contracts when the contractor provides an operator for the equipment.
 10. Contract for facility or equipment maintenance except such facility or equipment maintenance provided by County employees at the time of adoption of this resolution (i.e., FY 1998).
 11. Contract is for maintenance services incidental to the purchase (or lease etc.) Of goods or equipment.
 12. Contracts to provide employee benefits pursuant to provisions of County labor contracts.
- D. For purposes of this Resolution Type II Service Contracts include all service contracts in which the County purchases services not covered under Definitions I.B. and I.C. of this Resolution.

III. Implementation

- A. The County Executive shall direct the preparation and dissemination of any administrative guidelines and directives to County Departments/Agencies as are necessary

to implement this Resolution as of June 1, 1998. These directives shall include a requirement that each County Department or Agency advise current service contractors of the implementation of this Resolution prior to June 1, 1998.

B. The County Counsel shall develop and disseminate standardized contract provisions that implement this Resolution.

C. This Resolution and its requirements shall be a part of, and shall be added to, the previously adopted Board policy on Bidding and Contracting.

D. The implementation and actual experience under terms of this resolution shall be reviewed by the Board Finance Committee and then the full Board beginning one year after adoption of this resolution. The Board shall affirmatively seek out and consider the input of contractors operating under these contracting principles. In addition, the County Executive shall provide quarterly reports to the Finance Committee.

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TYPE II CONTRACTOR INFORMATION PACKET

This set of forms is applicable generally for contractors providing service to the County of Santa Clara. It is not intended for contractors that provide rental, purchase, sale, lease, lease back or lease purchase of goods to the County.

It should be assumed that contractors are Type II providers unless they meet the exceptions as described in II. C. 1-12 of the Resolution of Contracting Principles.

SECTION 1

Information regarding the wages and benefits for executive, managerial and supervisory positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

Aggregate total wages for the above positions pertaining to services provided under the proposed contract. (Please do not provide employee names)

= _____

Aggregate total medical benefit employer costs for the above positions pertaining to services provided under the proposed contract:

= _____

If no medical benefits are provided, County Agency/Departments will consider and include such costs for these employees, as determined by the Santa Clara Valley health and Hospital system and set by the County Executive.

Equivalent total medical benefit employer costs attributed to the above positions:

= _____

SECTION 2

Information regarding the wages and benefits for all other positions except: executive, managerial and supervisory positions, pertaining to services provided under the proposed contract.

(Please do not provide employee names)

Job Class:
Total # of Positions:

Pay Ranges:	Employees at this level:	Pay SubTotals:
A.		
B.		
C.		

Total medical benefit employer costs attributed to the above positions:

If no medical benefits are provided, County Agency / Department will consider and include such costs for these employees, as set by the County Executive and determined by the Santa Clara Valley Health and Hospital System.

Equivalent total medical benefit costs attributed to the above positions:

(Use additional sheets of Section 2 page for more job classes or more positions)

SECTION 3

Medical cost (medical, dental, vision and life insurance premium) breakdown for employees in Sections 1 and 2; if a different benefit package is offered to management employees, please identify and describe:

Medical Cost	Employer Contribution	Employee Self Contribution	Total Cost
Employee only			
Employee plus one dependent			
Employee plus multiple dependents			

Please check one:

- Administrative/Management Employees Only
- Line Employees Only
- All employees

Please attach a summary of all medical (medical, dental, vision and life insurance premium) plans her for employees reported in Sections 2 and 3.

The County reserves the right to have contractor provide entire plan documents.

(Use additional sheets of Section 3 page for additional plans)

SECTION 4

Please provide information for length of service of contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

Job Class:	Length of continuous agency service	Prior Experience (Optional)
Employee A		
Employee B		
Employee C		
Employee D		
Employee E		
Employee F		
Employee G		
Employee H		

(Use additional sheets of Section 4 page for more job classes)

SECTION 5

Please provide the annual rate of turnover of staff for prior 1 year.

Immediate past 12 months / prior fiscal year / prior calendar year
[Please circle one]

Note:

This section pertains to contractor staff in the area of service currently provided to the County or proposed to be provided to the County. (Example: if 10 positions are covered and 5 employees left their positions in the last year, the annual turnover rate is 50%)

SECTION 6

Training records for prior 1 year - immediate past 12 months / prior fiscal year / prior calendar year [please circle one] for contractor staff in the area of service currently provided to the County or proposed to be provided to the County:

Training subject matter related to contracted services	Employee classes	Date	Total hours

SECTION 7

Please list legal complaints, citations, court findings, or administrative findings for violations issued by enforcement agencies for the previous five (5) years for alleged violations of applicable federal, state or local rules, regulations or laws:

Rules, laws, regulations involved	Type	Enforcement Agency	Date of Issue

SECTION 8

Please list and provide copies of collective bargaining agreements covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

Bargaining Units	Union	Term of Agreement

If there are no collective bargaining agreements, please provide summaries or actual personnel policies covering contractor staff in the area of service currently provided to the County or proposed to be provided to the County.

SECTION 9

DECLARATION THAT INFORMATION IS COMPLETE

I am authorized to complete this packet of forms on behalf of

_____ [Name of contracting entity]

I have used due diligence in obtaining this information, and this information contained herein is complete and accurate.

Signature: _____

Name: _____

Title: _____

Date: _____

**Question and Answers for Bid #RFP-PHD-FY11-0125 - CPPW- OP
COMMUNICATIONS AND MEDIA SERVICES**

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 12, 2011 3:00:00 PM PDT

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