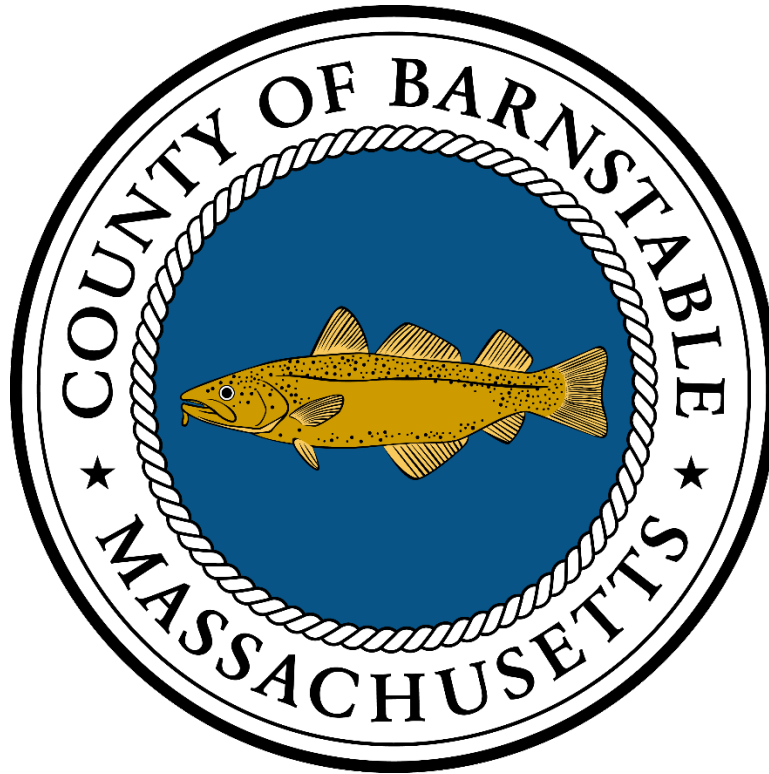


# Barnstable County Purchasing Department



REQUEST FOR PROPOSALS

Marketing Services

RFP #: 7978

Date: April 25, 2022

# **Table of Contents**

## **ADVERTISEMENT**

### **INSTRUCTION TO BIDDERS**

1. Project Description/Scope of Work
2. Term of the Agreement
3. Sub-Contractors
4. Pre-Bid Meeting
5. Proposal Submission/Requirements
6. Required Proposal Response Date
7. Proposal Signature
8. Official Date and Time
9. Time for Proposal Acceptance
10. Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities
11. Proposal Prices to Remain Firm
12. Questions and County POC
13. Changes & Addenda
14. Key Personnel
15. References
16. Price Escalation
17. Insurance
18. Contractual Terms
19. References to General Laws
20. Cost of Preparation
21. County Tax Exemption
22. Political Activity Prohibited, Anti-Boycott Warranty
23. Contractor Compliance
24. Public Record Request
25. Proposal Evaluation Process
26. Vendor Self Service (VSS) – Online Supplier Portal

## **Attachments**

1. Attachment A: Scope of Work
2. Attachment B: Certificate of Non-Collusion/ State Tax Compliance
3. Attachment C: References
4. Attachment D: Purchase Order Terms and Conditions
5. Attachment E: Contract for Services
6. Attachment F: Bonfire Submission Instructions

# Barnstable County

Regional Government of Cape Cod

Purchasing Department

*Jennifer L.V. Frates, Chief Procurement Officer*

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## Advertisement

Barnstable County invites sealed proposals from qualified vendors for **Marketing Services per RFP No.7978**.

The bid documents may be obtained electronically online at <https://barnstablecounty.bonfirehub.com> where they are publicly available as of April 25, 2022 @ 8:00AM

Proposals are due on or before **11:00 AM on May 16, 2022**. **THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED**. It is the Proposer's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

All proposals for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Jennifer Frates  
**Chief Procurement Officer**

3195 Main Street | P.O. Box 427 | Barnstable, Massachusetts 02630  
P: (508) 375-6637 E: [Jennifer.frates@barnstablecounty.org](mailto:Jennifer.frates@barnstablecounty.org)

**RFP NO.7978**  
**Marketing Services**

Barnstable County is soliciting proposals from qualified firms to provide Marketing Services for our Children's Cove and Human Services Departments.

**1. Project Description/Scope of Work**

Proposers are to submit responses based upon the specifications as outlined within Attachment A, "Scope of Work." All pricing should be inclusive all cost associated with providing services as specified.

**2. Term of Agreement**

The contract resulting from this RFP will be from July 1, 2022 through June 30, 2023. Barnstable County may choose to renew this contract up to two times for additional one year periods; however, this renewal or extension option shall be exercised at the sole discretion of the Barnstable County Commissioners and shall not be subject to the agreement or acceptance of the contractor, pursuant to Chapter 30B, Section 12. Exercise of this option shall be based on a determination that it is more advantageous to renew or extend the contract than to undertake a new procurement. The contract resulting from this RFP shall be canceled if funds are not appropriated.

**3. Sub Contractors**

If any aspect of this project is to be sub contracted it must be so noted within your response. Include the name of the sub contractors and qualifications.

**4. Pre-Bid Meeting**

A pre-bid meeting has not been schedule for this RFP.

**5. Proposal Response Instructions**

All proposal responses will be received online prior to the date and time specified below for the project titled **RFP # 7978: Marketing Services** to the Bonfire Online Bidding Tool which can be accessed online at <https://barnstablecounty.bonfirehub.com> All required documents must be submitted in the format specified, all fields must be completed as specified and the documents must be submitted to the correct project folder in order for the bid response to be complete. **Hard copy bid responses will not be accepted.** It is the proposer's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements. Instructions can be found in **Attachment F**.

**6. Required Proposal Response Date**

Vendors who wish to be considered for this project should submit their proposals per the instructions above to the County prior to the date and time specified below.

Proposals are due on or before **11:00 AM on May 16, 2022**. No late proposals will be accepted.

**7. Proposal Signature**

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner;

and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

#### **8. Official Date & Time**

A bid will not be considered delivered unless the bid has been received online by the Bonfire Online Bidding Tool (in the correct project) which can be accessed at <https://barnstablecounty.bonfirehub.com> prior to the date and time specified in the documents. The official date and time shall be the date and time shown online at <https://barnstablecounty.bonfirehub.com>

#### **9. Time for Proposal Acceptance**

The contract will be awarded within 60 days after the bid opening.

#### **10. Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification must be done by the bidder online through the Bonfire Online Bidding Tool.

After the bid opening, a Proposer may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Proposer will be notified in writing; the Proposer may not withdraw the bid. A Proposer may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, Proposers are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to Proposers who fail to check for amended bids and submit inadequate or incorrect responses.

Proposers may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

#### **11. Bid Prices to Remain Firm**

All bid prices submitted in response to this bid must remain firm for 60 days following the bid opening.

#### **12. Questions and County POC**

Any clarification of requirements or requests for additional information by proposers must be made in writing to the Bonfire Opportunity Q&A and submitted no later than **May 9, 2022 @ 5:00PM** E.S.T. to <https://barnstablecounty.bonfirehub.com>. Answers to all questions will be made in writing and posted online as an addendum to the **RFP # 7978: Marketing Services** on the bid website as an attachment under the bid

information: <https://barnstablecounty.bonfirehub.com>. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **13. Changes & Addenda**

For any RFP document and any addenda that are received electronically, it is the responsibility of every Proposer who receives this RFP and all associated documents to check this website for any addenda. Barnstable County accepts no liability to provide accommodation to Proposers who submit a response based upon information obtained from its website. Proposers may not alter (manually or electronically) the bid language or any bid documents.

### **14. Key Personnel**

Include within your response the key individuals that will be responsible for insuring the success of this project and their qualifications.

### **15. References**

Provide the following references (Attachment C):

- Provide the contact information (entity name, contact name, title, phone number & email address) for three client references on projects of similar type, scale, and complexity.

### **16. Price Escalation**

Not Applicable (N/A)

### **17. Insurance**

#### General Insurance Requirements

Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the "A-VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

#### Liability Insurance

The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor's liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the

following types of insurance to protect the County of Barnstable, and "all other political subdivisions," its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

- a. **Commercial General Liability Insurance:** to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). The County of Barnstable and "all other political subdivisions" shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.
- b. **Automobile Liability:** to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).  
The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.
- c. **Umbrella Liability:** to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars (\$1,000,000) or such other amount if required by the County of Barnstable and indicated via addendum to this Contract.

#### Workers' Compensation and Employer's Liability Insurance

Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Vendor shall provide employer's liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

#### Personal Property Insurance

Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The County of Barnstable, and "all other political subdivisions" shall not be

liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor's personal property and materials shall be at the sole responsibility and cost of Vendor.

#### Pollution Legal Liability

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor's liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars (\$1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

#### Additional types of Insurance

The Vendor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

#### Proof of Insurance

No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the County of Barnstable, and "all other political subdivisions" as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions," and to provide the County of Barnstable with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

#### Effect of Failure to Continue Insurance in Force

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

### **18. Contractual Terms**

Contractual terms and conditions will consist of the standard terms and conditions clauses contained within the County Purchase Order (Attachment D) and the Contract for Services (Attachment E) within this RFP. Any



term not objected to will be deemed to have been accepted by the proposer. Exceptions to the terms and conditions may result in the respondent's offer being deemed as non responsive.

**19. Reference to General Laws**

Whenever in the proposal, contract, plans, drawings or specifications, reference is made to General Laws it shall be construed to include all amendments thereto effective as of the date of issue of invitation to proposal on the proposed work.

**20. Cost of Preparation**

The cost of preparation and delivery of the proposals will be borne solely by the Vendor.

**21. County Tax Exemption**

Any material furnished to Barnstable County is to be exempt from Massachusetts Sales Tax (Massachusetts Sales Tax Exemption No. E-04-6001419).

**22. Political Activity Prohibited, Anti-Boycott Warranty**

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

**23. Contractor Compliance**

The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

**24. Public Record Request**

All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.

**25. Selection and Notice**

The awarding authority may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the awarding authority determines that cancellation or rejection serves the best interests of the County of Barnstable.

**Basis for Acceptance:**

Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without connection with, or obligation

to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment B). In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

**Rule for Award:**

Award will be made to the most responsive, responsible Proposer or Proposers offering the most advantageous proposal response, based on the evaluative criteria and price.

The Awarding Authority reserves the right to award to multiple vendors, one for Human Services and one for Children's Cove if it is deemed to be in the County's best interest.

Although vendors are not required to bid on both departments they must submit a price proposal and technical proposal separately. If you do not intend on bidding services for a particular department please upload a "no bid" on company letterhead as those documents are marked as "required" in Bonfire and there has to be a document uploaded in order to complete your submission.

**Contract Award:**

The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

**Screening Proposals:**

Utilizing the proposal submission requirements and minimum (quality) criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive.

Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsive and shall be rejected.

The County reserves the right to request additional information, should a proposal reach the state of final evaluation.

**Minimum (Quality) Criteria:**

1. A complete proposal including all items listed under Proposal Submission Requirements and all required documentation and certifications.
2. A Non-Price Technical proposal that clearly demonstrates an understanding of the Project Description/Scope of Work outlined in the RFP.

3. Identified key staff must have and demonstrate a minimum of five years of experience with providing consulting services similar in size and scope to that requested in this RFP.
4. Proposer must have and demonstrate a minimum of five years experience with specific expertise in:
  - Marketing, Public/Media Relations and Social Media Marketing
  - Media buying and placement
5. Proposer's Project Manager and team has a minimum of two years of experience working on numerous projects within, and outside of, the scope of grant funding.
6. Proposer's team includes expertise in graphic design, marketing, copy editing, navigating complex social issues in multi-media, media ad buys, and long-term marketing strategy.
7. Proposer has experience working within websites utilizing the open-source content management platform WordPress
8. Non-Collusion and Tax Compliance Form (Attachment B)
9. Satisfactory references (Attachment C)
10. Per M.G.L. Chapter 30B, Section 6 (b) 3, the submissions shall be in two separate files the ***Non-Price Technical Proposal*** and the ***Price Proposal***.

*Minimum Criteria Children's Cove Specific*

11. Proposer's project team must demonstrate 5-7 years of relevant work experience with victim service organizations such as child advocacy centers, sexual and domestic violence agencies and/or organizations which serve victims of crime.
12. Proposer has demonstrated experience navigating changing social-marketing priorities to reflect the local, statewide, and national priorities of victim support and awareness

**Non-Price Technical Proposal Requirements**

1. Cover letter including name, address, and telephone number of consultant team, firm, or individual and principal contact person.
2. Type of organization (i.e. corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the firm/individual and any proposed sub-contractors or partner firms is/are qualified to provide these services with respect to work being requested.
3. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant.
4. Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables.
5. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

### **Price Proposal**

Price Proposal shall include a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and/or cost per task. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors if proposed must be identified and all sub-contractual costs must be indicated.

Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this RFP.

Vendors will be submitting a separate price proposal per department and a price proposal if awarded both to encourage additional hard or soft cost savings by the County selecting one vendor.

### **Comparative Criteria:**

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- Highly Advantageous - submission excels on the specific criterion
- Advantageous - submission meets evaluation standard for the criterion
- Not Advantageous - submission does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
- Unacceptable - submission does not address the elements of this criterion

Bidders should be aware that in order to evaluate the technical responses of this Request for Proposals in the County's E-bidding program Bonfire Interactive, a number is assigned to each of the ratings below as a symbol so that the system can provide a ranking of the most advantageous proposal and a composite rating report.

- 10 = Highly Advantageous
- 5 = Advantageous
- 1 = Not Advantageous
- 0 = Unacceptable

The Chief Procurement Officer then opens the pricing proposals when the technical evaluations are completed and shall determine the most advantageous proposal from a responsible and responsive offeror taking into consideration price and the evaluation criteria set forth in the request for proposals. This process is in accordance with the provisions of Mass General Law, Chapter 30B, Section 6.

### **Children's Cove**

1. Experience working with victim service organizations such as child advocacy centers, sexual and domestic violence agencies and/or organizations which serve victims of crime.

Highly Advantageous - Proposer has 5-7 years relevant experience working with organizations serving victims of crime with demonstrated material and content.

Advantageous – Proposer has 2-5 years relevant experience working with organizations serving victims of crime with demonstrated material and content.

Not Advantageous – Submission of a proposal that meets minimum requirements

2. Experience of firm's proposed Project Manager with projects of similar scope.

Highly Advantageous - The bidder's proposed Project Manager has three (3) years or more experience with projects of a similar scope, including a demonstrated understanding of work within the project restrictions of grant funding.

Advantageous - The bidder's proposed Project Manager has one (1) years or more, but less than three (3) years' experience with projects of a similar scope and has limited familiarity of working within grant structures.

Not Advantageous – Submission of a proposal that meets minimum requirements.

3. Experience developing full media campaigns relevant to social issues impacting numerous target demographics, and demonstrated experience in generating content in numerous languages.

Highly Advantageous – Proposer has 3-6 years relevant experience developing full media campaigns and demonstrated experience in generating content in at least three (3) or more languages or more. .

Advantageous – Proposer has 1-3 years developing full media campaigns relevant to social issues impacting numerous target demographics and demonstrated experience in generating content in two (2), but not more than three (3) languages.

Not Advantageous – Submission of a proposal that meets minimum requirements.

4. Experience in web design and content management, working with web developers to communicate effective and functional change to WordPress platforms.

Highly Advantageous – Proposer's team demonstrates unique, customized website design and content development, which is simple to navigate, functional, and is integrated into a consistent theme throughout the site.

Advantageous – Proposer's team demonstrates unique, customized website design and content development which is simple to navigate.

Not Advantageous – Submission of a proposal that meets minimum requirements.

## **Human Services**

1. Understanding and responsiveness to the requirements outlined in the RFP

*Highly Advantageous* - Submission of an outstanding proposal that exceeds the minimum requirements defined in this document and provides a clearly articulated and realistic approach to meeting the work requested in this RFP.

*Advantageous* – Submission of a well written, clear proposal that responds to all aspects of the RFP and shows a standard understanding of the work requested in this RFP.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

2. Knowledge, experience and training

*Highly Advantageous* – Demonstrated knowledge of the work of the Regional Substance Abuse Council and public health messaging.

*Advantageous* – Strong examples of work similar to that requested in this RFP over a period in excess of the minimum requirements.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

3. References

*Highly Advantageous* - Five or more highly positive references from projects similar in size and scope to that being requested.

*Advantageous* - Three positive references from projects similar in size and scope to that being requested.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

4. Capacity

*Highly Advantageous* – Proposer is able to begin work on this project immediately upon contract execution and work on project for at least one year.

*Advantageous* – Proposer is able to begin work on this project within one month of contract execution.

*Not Advantageous* – Submission of a proposal that simply meets minimum requirements.

**26. Vendor Self Service (VSS) – Online Supplier Portal**

For Vendors doing business with the Departments within the County Regional Government, Vendor Self Service (VSS) is available to enter and maintain contact and remittance information, discount and payment terms, designated contact persons, view current and prior 1099 data, purchase orders, invoices and checks.

Vendors are encouraged to visit: <https://selfservice2019.barnstablecounty.org/vss> to register and click Vendor Self Service. Instructions are available on the landing page to help with the registration.

***If you have done business with the County before, please be sure to have your vendor number and register as an existing vendor.***

If you need your login information or have general questions, please email [accounts.payable@barnstablecounty.org](mailto:accounts.payable@barnstablecounty.org), purchasing questions, please email [purchasing@barnstablecounty.org](mailto:purchasing@barnstablecounty.org) and banking information questions, please email [treasury@barnstablecounty.org](mailto:treasury@barnstablecounty.org)

Registration process takes 1-5 business days to finalize upon receipt of a completed, correct and signed W-9. For a blank W-9 form, visit IRS Website for the most recent version.

**END OF RFP**

## **ATTACHMENT A**

### **Scope of Work**

#### **I. Children's Cove**

##### **BACKGROUND**

Children's Cove, the Cape & Islands Advocacy Center is a department of Barnstable County Government, which provides compassionate, comprehensive, and collaborative response services at no cost to survivors of child abuse through its evidence-based programs, network of community partnerships, educational outreach and awareness efforts. Its multidisciplinary team works together to empower survivors, promote healthy outcomes, and help mitigate the stigma of child abuse.

For the past 25 years, Children's Cove has provided an efficient, child-friendly, cost-effective facility for child abuse intervention. Children and their families journey through a streamlined process which reduces the chances that the children are re-traumatized and preserves the best evidence for investigators.

Children's Cove staff facilitates an under-one-roof collaboration of social and legal agencies to protect, treat and provide counseling for child abuse victims and their families, and to assist our partners in the investigation of the abusers. Our list of current partners includes:

- The Cape & Islands District Attorney's Office
- Law Enforcement- Barnstable, Nantucket and Dukes Counties
- Massachusetts Department of Children and Families
- Massachusetts Department of Mental Health
- Massachusetts Department of Public Health

With more than 900 Child Advocacy Centers in the U.S, Children's Cove is the only agency of its kind that provides the Cape & Islands with such comprehensive services.

Children's Cove, through its affiliation with the National Children's Alliance, the Massachusetts Children's Alliance and the National Children's Advocacy Center is charged with bringing awareness to the incidence of child abuse and provisions for safety for children on the Cape and the Islands. The organization provides parents and caregivers with the information and resources of how to have a healthy conversation with their children about body safety, online safety, boundaries and how to disclose child sexual abuse, severe physical abuse, witness to domestic violence and commercial sexual exploitation and trafficking

To create a community where children are free of abuse, have a voice that is heard, and where they enjoy healthy, safe, and empowered lives.

More information can be found on Children's Cove website: [www.childrencove.org](http://www.childrencove.org)

It is this charge on which all marketing and supportive programming should and shall focus.

##### **PROJECT DESCRIPTION/SCOPE OF WORK**

This Request for Proposals seeks a consultant to perform the following services:

- Advertising
- Collateral and Design

- Social Media Integration
- Public and Media Relations
- Media Planning and Purchasing

Qualified applicants must demonstrate relevant work experience with victim service organizations such as child advocacy centers, sexual and domestic violence agencies and/or organizations which serve victims of crime, with 5-7 years of experience preferred. Experience of navigating changing social-marketing priorities to reflect the local, statewide, and national priorities of victim support and awareness must be demonstrated. The ability to work on numerous projects within the scope of grant funding is also required. Proper analysis of project goals, execution and outcomes for these grant requirements are also a requirement.

## **THE PROJECT**

This project must utilize the current brand and implement it into a multi-channel marketing communications plan whose target audience is parents/caregivers and children, child serving organizations, as well as the wider community about the issue of child sexual abuse, severe physical abuse, witness to domestic violence and sexual exploitation and trafficking of children. The specific programmatic areas to be addressed include, but are not limited to:

## **ADVERTISING**

- Ability to recommend and design effective campaigns that develop and drive awareness of the services we provide into the community-sometimes executed separately but always in accordance with our mission.
- Advertising capabilities through various channels including print, outdoor, broadcast, video, advertorials, and digital.
- Campaign development including channel mix, concept, design, copywriting, production oversight, etc.
- Development of culturally appropriate and effective campaigns to reach all populations in the community.

## **COLLATERAL & DESIGN STANDARDS**

- Consult on the establishment of agency identity and graphic standards.
- Integrate with our internal resources to provide creative collateral and support development and design execution for necessary marketing.

## **SOCIAL AND EMERGING MEDIA INTEGRATION**

- Ability to develop social media strategies that integrate and support overall objectives.
- Ability to develop messaging effort to reach the underserved populations such as residents on the Outer-Cape, Martha's Vineyard and Nantucket to include Indigenous, Portuguese and Spanish-speaking residents.
- Ability to analyze campaigns and strategies for effectiveness and continuous improvement.

## **PUBLIC & MEDIA RELATIONS**

### **Public Relations:**

- Ability to execute earned media strategies and tactics within overall communications, planning with awareness/education campaigns.
- Marketing support of Children's Cove Champions for Children's Conferences and all attendant needs.
- Ability to provide ongoing development and improvement of Children's Cove corporate and Champions for Children Conference website.

### **Media Relations:**



- Provide advisement in the development of effective strategies to proactively position Children's Cove with key media personnel and outlets in the community-may include supporting and execution of various tactics such as editorials, op-ed development, media tours, media education, crisis communication planning, message development, promotion of fundraising and awareness events.

## **MEDIA PLANNING & PURCHASING**

- Demonstrating ability to develop an integrated, annual media buying strategy that provides enhancement of the agency.
- Key strategic and administrative capabilities related to media procurement including media mix recommendation, campaign, objectives/metrics, rate negotiation, scheduling, billing reconciliation, in all available channel formats including search engine/online

## **TASK 1 – MULTI-CHANNEL MARKETING PLAN**

Review the website at [www.childrencove.org](http://www.childrencove.org) and [www.championsforchildrenconference.com/](http://www.championsforchildrenconference.com/), as well as social media channels, and build a plan that is relevant to the target market(s) and fits the mission, vision, values of Children's Cove: The Cape and Islands Child Advocacy Center.

## **TASK 2 – MARKET ANALYSIS**

1 in 4 girls and 1 in 6 boys will be sexually assaulted before their 18<sup>th</sup> birthday; one in 5 will be solicited for sex online. 90% of victims know and trust their perpetrator. With these unfortunate statistics in mind, conduct a market analysis of children and families on the Cape, Martha's Vineyard, and Nantucket to determine best practices to reach the aforementioned target audiences and what messages specific to these target audiences are most appropriate.

## **TASK 3 – SPECIFIC BRAND MESSAGING RELATIVE TO THE CHILD ADVOCACY CENTER MODEL**

Design brand messaging, tag line(s) for each of the target markets with an emphasis on prevention, safety, awareness and action which fits the mission, vision and values of the organization. Must demonstrate effective cultural competency in development of materials and messaging.

## **TASK 4 – TARGETED DELIVERABLES FOR PUBLIC AND MEDIA RELATIONS PROGRAMMING**

Provide to Children's Cove the appropriate deliverables to bring the brand and its awareness to the target audience(s). i.e. print, digital, radio, social media messaging/platforms, video advertisements, news releases, newsletters, media kits, etc. Flexible creativity in website implementation of delivery of content, information and resources.

## **TASK 5 – DIGITAL MARKETING AND CREATIVE**

Make a recommendation for appropriate social media AND digital marketing plan for Children's Cove to reach the target market(s) using the most fiscally responsible protocols and provide appropriate messages for each. Identification of best management practices of target messaging per platform.

## **TASK 6 – ADVERTISING SCHEDULE AND MEDIA PLACEMENT**

Prepare an advertising and media placement schedule, narrative and quick-view demonstration showing the most efficient media plan that reaches the aforementioned target markets.

## **II. Human Services**

### **Background (My Choice Matters)**

The Barnstable County Regional Substance Addiction Council (RSAC) was convened by the Department of Human Services in January 2014 to coordinate and support substance use related resources and priorities on Cape Cod. Through the BCDHS the RSAC works with communities, elected officials, schools, non-profit organizations, and health and human services agencies in regional efforts to provide resources to individuals and families affected by addiction.

One of the projects identified by the RSAC is to undertake a broad, multi-media public education campaign to educate the general public and specific target groups on substance use.

Through grants awarded to Barnstable County by the Massachusetts Department of Public Health's Bureau of Substance Addiction Services (BSAS), the BCDHS seeks to continue to implement a public health education campaign for Barnstable County about substance use and addiction using multimedia (i.e. radio, print, television, social media). The campaign underway and is entitled **My Choice Matters** (MCM) ([mychoicematters.net](http://mychoicematters.net)). It has broad-based appeal and may be tailored to specific populations (i.e. parents, student athletes, people in recovery) as needed.

### **Background (Human Services)**

The mission of the Barnstable County Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County, to promote the health and social well-being of County residents through regional efforts designed to improve coordination and efficiency of human services, and designed to strengthen the fabric of community care available to all.

The Department, in addition to MCM which requires a separate campaign, seeks to communicate with communities, elected officials, schools, business and health and human service agencies the departments remaining portfolio of projects inclusive of Children's Behavioral Health; Homeless Information Management; Continuum of Care; Cape and Islands Regional Network on Homelessness; Youth and Young Adult Homelessness; Aging; HOME; HOME-ARP and SHINE.

### **Project Description/Scope of Work for MCM**

This Request for Proposals seeks a vendor to continue implementing the MCM campaign in the following ways:

#### **A. Social Media Management**

Contractor will develop and provide ongoing management and execution of a MCM Social Media Plan for the contract period, to include: social media management, the creation of the master content calendar, creation and distribution of multimedia content to facilitate a rich, immersive experience on social media.

#### **B. Public Relations Management**

Contractor will develop a strategic MCM Public Relations Plan to support the MCM Social Media plan and MCM campaign and execute the plan to gain earned media exposure.

#### **C. Media Plan Execution**

Contractor will above-referenced plans by negotiating rates and placing ads with media outlets, creating multimedia ads (including some copy writing) using existing brand look, and development of media plans and suggested budgets for subsequent years. Actions will include:

1. Execution earned media strategies and tactics
2. Marketing support of any planned conferences
3. Guidance in the development of effective strategies to proactively position BCDHS and RSAC with key media personnel and outlets in the community. May include support and execution of various tactics such as editorials, op-ed development, media tours, media education, crisis communication planning, message development, promotion of fundraising and awareness events.

**D. Events Support**

Contractor will aid BCDHS in the development, planning, marketing and execution of events in support of the campaign. The contractor will provide staffing for select events and will produce print, broadcast and online materials to for event marketing.

**E. Media Buys**

The vendor will act as agency of record to plan, place, and pay for media on behalf of the Barnstable County Department of Human Services.

**F. Vendor Management**

As periodically requested by RSAC, Contractor will interact with vendors on behalf of RSAC and the Barnstable County Department of Human Services.

**G. Ongoing Measurement**

Contractor will gauge success of the campaign by providing ongoing measurement services to BCDHS using industry-standard metrics associated with the various marketing channels (print, radio, online, social media). Contractor will provide monthly reports to the Barnstable County Department of Human Services.

**H. Ongoing Design Needs**

Initial brand designs have been created for this campaign. Contractor will provide further design, layout and resizing of existing 'look' as necessary for fulfilling the MCM Social Media and Public Relations plans.

**I. Copy Writing**

Contractor will create copy for press releases, media events, paid placements (print, online), newsletters, and other opportunities that may arise.

**J. Website Design and Management**

As necessary, Contractor will provide web site design and update services to support the campaign, and will provide monthly management of any site or pages created.

**K. Special Projects**

As necessary, contractor will assist with special projects.

**Project Description/Scope of Work for Department of Human Services**

**A. Social Media Management**

Contractor will develop and provide ongoing management and execution of a department-wide Social Media Plan for the contract period, to include: social media management, the creation of the master

content calendar, creation and distribution of multimedia content to facilitate a rich, immersive experience on social media.

**B. Newsletter Management**

The Department manages two e-newsletters, the department wide newsletter which is a bi-weekly publication, and the RSAC newsletter which is monthly. The Contractor, on an as needed basis, will develop and provide content and design services to enhance the existing publications.

**C. Ongoing Measurement**

Contractor will gauge success of the campaign by providing ongoing measurement services to BCDHS using industry-standard metrics associated with the social media marketing channels (Facebook, Twitter and Instagram). Contractor will provide monthly reports to the Barnstable County Department of Human Services.

**D. Ongoing Design Needs**

Initial County-wide brand designs have been created. Contractor will provide further design, layout and resizing of existing 'look' as necessary for fulfilling the department Social Media plan.

**E. Website Design and Management**

As necessary, Contractor will provide web site design and update services to support the department-wide campaign, as needed.

**F. Special Projects**

As necessary, contractor will assist with special projects.

## **Attachment B**

### **CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), I certify under penalties of perjury that this bid/proposal is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this certification the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Signature of Individual Signing**

**Bid, or Corporate Officer:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Social Security Number**

**Or Federal Identification Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Any person or corporation which fails to execute this document  
will be considered a non-responsive Proposer  
and will be rejected pursuant to MGL Chapter 30B.**

**ATTACHMENT C**  
**REFERENCE FORM**

Proposer: \_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Description and date(s) of supplies or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

attach additional sheets if necessary

## **ATTACHMENT D**

### **Purchase Order Terms and Conditions**

This purchase order issued by the County of Barnstable (hereinafter "County") and the attached description of product/services to be provided and price quote submitted by the supplier/contractor/consultant named in this purchase order (hereinafter "vendor") shall constitute the contract between the County and the vendor. This purchase order, description of product/services and price quote constitute the entire agreement between the parties (hereinafter "contract") and there are no contracts other than those incorporated herein. In the instance of the purchase order resulting from a state contract or intergovernmental collaborative bid, the terms and conditions of that bid and/or contract will apply, and the terms stated herein shall be supplemental to those terms. The contract may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto.

FOR AND IN CONSIDERATION of the payments by the County and delivery of the product/services by the vendor, the VENDOR hereby agrees to provide the product and/or services and the County agrees to pay the contract price in accordance with the terms of this contract.

1. **ACCEPTANCE:** The Contractor, by accepting this contract, agrees to all the conditions and terms specified herein, on attachments hereto, on the reverse hereof, and on any bid inquiry that may have preceded this award. Direct all correspondence relative to this contract to the Barnstable County, Purchasing Department, Barnstable, MA 02630. Prices cannot be altered during the term unless that was a condition of Contractor's bid. Unless otherwise stated, unit prices are inclusive of all costs.
  2. **SHIP TO:** To ensure that delivery is made to the correct location, please address all shipments as noted on the face of this order. All correspondence, packages, and invoices must indicate the purchase order number, departmental name, and delivery address as indicated on this order.
  3. **DELIVERY:** Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities ordered. Notwithstanding the foregoing, Contractor shall not be liable for delay in delivery due to causes beyond Contractor's control and without Contractor's fault or negligence, provided Contractor exercises due diligence in promptly notifying County of conditions which will result in delay, and provided further, if Contractor's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the control of both Contractor and subcontractor or supplier, and without the fault or negligence of either of them, and the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
  4. **INSPECTION OF GOODS:** The County shall have a reasonable time after delivery to inspect the goods delivered or services rendered under this contract and to reject or revoke acceptance of any not conforming with the terms of this agreement. Rejected goods will be returned to Contractor at Contractor's expense. Rejected services will be reworked and all costs associated with the rework will be charged to Contractor.
  5. **SUBSTITUTION OF GOODS:** Goods not conforming with this contract will not be accepted. The County must approve, in writing, any substitution of non-conforming goods prior to shipment.
  6. **MATERIAL SAFETY DATA SHEETS:** Contractor shall submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance (pursuant to M.G.L. C. 111F s 8,9 and 10 and the regulations contained in 441 OMR s 21.06) that is shipped against this order.
  7. **CONTRACTOR'S WARRANTY:** Contractor herein warrants and covenants that the subject merchandise complies with all applicable federal, state and local statutes, rules and regulations for the installation and use of said merchandise for the purpose for which said merchandise is being purchased or rented.
  8. **PAYMENT:** All invoices must be submitted to the BILL TO ADDRESS referenced on the front of this purchase order and must indicate the County's purchase order number and the name of the department listed in the SHIP TO ATTENTION line. Note that in order to effect payment, a W-8 or W-9 form, as appropriate, executed by the Contractor, which reflects the Contractor's current legal and remittance address or addresses, must be on file at the county. Payment shall be made in accordance with M.G.L. C.29, s.29c and 815 CMR 4.00.
  9. **DEFAULT:** In the event of default by Contractor, including failure to deliver any item ordered within a reasonable time after acceptance of this contract, or if the County rightfully rejects the goods or services or revokes acceptance, the County may without waiving any other remedy permitted by law, make covering purchases of goods or services and hold Contractor liable for all additional costs incurred. Further, in such event, the County, at its option, may be relieved of any duty to accept such items as are subsequently delivered pursuant to this contract.
  10. If this contract does not agree with Contractor's quotation, contact the County before performance begins. Prior to performance, the County may require additional information from the Contractor in order to ensure that the firm is qualified, and that the product or service offered will meet the need for which it is intended.
  11. **FORCE MAJEURE:** The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.
  12. **TERMINATION OF CONTRACT:** Unless excused from performance by Force Majeure, if the Vendor shall fail to fulfill in a timely and satisfactory manner its obligations under this contract, or if the Vendor shall violate any of the covenants, conditions, or stipulations of this contract, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the vendor, then the County shall thereupon have the right to terminate this contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Additionally, the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's best interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services or goods received before the effective date of termination.
  13. **GOVERNING LAW:** This contract is governed by the laws of the Commonwealth of Massachusetts.
  14. **INSURANCE:** If the contract requires the vendor to perform work on County property, no work shall be performed by vendor under this contract on County property unless and until vendor submits a certificate of insurance naming the County of Barnstable as an additional insured in full compliance with the County's insurance policies for liability, property damage and workmen's compensation as applicable. Email certification to Purchasing Division [purchasing@barnstablecounty.org](mailto:purchasing@barnstablecounty.org). Insurance is to remain current during performance of this contract.
  15. **INDEMNIFICATION:** The Vendor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon breach of this contract or negligent or intentional misdeeds or omission of the Vendor, its employees or its agents in providing its service(s) to the County pursuant to the Contract.
  16. **TAX EXEMPT:** The County is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates when called upon to do so. The County is also exempt from Massachusetts Sales Tax.
  17. **NON-DISCRIMINATION:** The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
  18. **STATE TAX - M.G.L. C.62C, s.49A and C. 15 IA, s. 19A:** Each Contractor must certify under penalties of perjury that they have filed all state returns and paid all state taxes as required under law.
- This Purchase Order in its entirety constitutes a written contract with the County of Barnstable pursuant to the provision of Chapter 30B, Subsection (a) as amended by 2013, 38, Section 49 effective July 1, 2013.
- The terms of this contract cannot be modified, altered, or changed without the specific written approval of the County.

## ATTACHMENT E

Bid# \_\_\_\_\_

Contract# \_\_\_\_\_

### **Contract for Services Terms and Conditions**

**Barnstable County  
3195 Main Street  
Barnstable, MA 02630**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

\_\_\_\_\_  
(Contractor's Legal Name and Address)

(hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in

\_\_\_\_\_  
\_\_\_\_\_

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

\_\_\_\_\_  
\_\_\_\_\_

4. **Time of Performance.**

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: \_\_\_\_\_



**6. Payment:**

- A. The County shall compensate the Contractor for the services rendered at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly\_\_\_\_\_, Quarterly\_\_\_\_\_, Other\_\_\_\_\_ (specify)\_\_\_\_\_.
- D. Reimbursement for Travel and Other Contractor Expenses:
  - ☐ All travel and meals are part of this Contract. No reimbursement will be made.
  - ☐ Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$\_\_\_\_\_. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
  - ☐ Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$\_\_\_\_\_.
  - ☐ OTHER Expenses shall be limited to: \_\_\_\_\_. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Contract shall not exceed: \$\_\_\_\_\_

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31<sup>st</sup> of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

**7. Certification.** Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination;

**8. Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

**9. Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

**10. Non-Discrimination in Employment and Affirmative Action.** The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

**11. Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

**12. Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

**13. Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

**14. Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

**15. Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

**16. Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**17. Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

**18. Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**19. Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

**20. Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

**21. Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**22. Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including reasonable legal expenses) resulting from any claim based upon to the extent caused by breach of this contract or negligent acts, errors or omissions or willful misconduct of the Contractor, its employees or its agents in providing its service(s) to the County pursuant to the Contract. After prompt notification of a claim by the County, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The County shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. Notwithstanding the foregoing, Contractor has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Contractor's finally determined percentage of liability as determined by a court of competent jurisdiction.

**23. Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

24. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

25. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

26. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability for Contractor's negligent actions in performing of the Scope of Services.

27. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: \_\_\_\_\_

\_\_\_\_\_

To the Contractor: \_\_\_\_\_

\_\_\_\_\_

*Employees of Barnstable County shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.*

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this date: \_\_\_\_\_

**FOR THE COUNTY:**

BARNSTABLE COUNTY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

Date



# Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

### Requested Information

Name	Type	# Files	Requirement
Technical Proposal - Children's Cove	File Type: PDF (.pdf)	1	Required
Price Proposal - Children's Cove	File Type: PDF (.pdf)	1	Required
Technical Proposal - Human Services	File Type: PDF (.pdf)	1	Required
Price Proposal - Human Services	File Type: PDF (.pdf)	1	Required
Key Personnel and Qualifications	File Type: PDF (.pdf)	Multiple	Optional
List of Subcontractors	File Type: PDF (.pdf)	1	Optional
Non-Collusion/Tax Compliance (Attachment B)	File Type: PDF (.pdf)	1	Required
List of References (Attachment C)	File Type: PDF (.pdf)	Multiple	Required
Bidder proposes and agrees that the proposal is based upon the items	Data Type: Yes/No	N/A	Required



Name	Type	# Files	Requirement
described in the Invitation for Bid documents and that the requirements have been read and understood by the proposer.			
Proposer acknowledges addenda numbered	Data Type: Text	N/A	Required
Price Proposal - Pricing for all departments and identified cost savings	File Type: PDF (.pdf)	1	Optional
Total Annual Cost - Children's Cove	Data Type: Number	N/A	Required
Total Annual Cost - Human Services	Data Type: Number	N/A	Required

### **Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### **Requested Data:**

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).

## **2. Upload your submission at:**



<https://barnstablecounty.bonfirehub.com/opportunities/66088>

The Q&A period for this opportunity starts Apr 25, 2022 8:00 AM EDT. The Q&A period for this opportunity ends May 09, 2022 5:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 16, 2022 11:00 AM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

Barnstable County, MA uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>