



REQUEST FOR PROPOSALS
MARKETING AND COMMUNICATIONS SERVICES
May 27, 2024 – May 26, 2025

Request for Proposals (RFP) Issued	March 21, 2024
Contact Information	Email: rfprelease@novaworks.org
Question Period	March 21, 2024 to April 4, 2024, 3:00 p.m. PST
Proposals Due	April 18, 2024, 3:00 p.m. PST Submit electronically to rfprelease@novaworks.org
Tentative Award Notification	By April 29, 2024
Tentative Contract Begins	By May 27, 2024

This Request for Proposals (RFP), supporting documents and any questions received about the RFP with corresponding responses will be posted on the NOVAworks' website at: <https://novaworks.org/about/rfp>.

REQUEST FOR PROPOSALS MARKETING AND COMMUNICATIONS SERVICES

NOVA Workforce Services (NOVAworks) is seeking proposals from established professional Marketing and/or Communications firms with expertise, skills, capabilities, and experience to provide marketing and communications services.

I. Scope of Work

NOVAworks is seeking consultancy services from an established, quality communications firm with demonstrable skills, expertise, and experience in strategy development, social media marketing, content development, graphic design, collateral development, journalistic writing, newsletters, and policy development.

Interested firms will provide professional creative agency, marketing, and communications services to support NOVAworks overall strategic communication efforts for workforce development across NOVAworks' service area. NOVAworks invests in and operates a variety of programs, activities, and initiatives that require a seasoned professional that can provide a myriad of services.

Task 1: Strategy Development: NOVAworks is seeking a Consultant to develop a comprehensive communication strategy that will serve as the organization's advisor for strategic communications. Key components should include the development, testing and execution of a broad-based branding campaign, local and regional outreach strategies, targeted communication efforts for both internal and external partners, NOVAworks Workforce Board of Directors, key industry sectors, and customized outreach strategies for targeted communities.

It is expected that the Consultant will use a holistic outreach approach that leverages a combination of communication channels to maximize message penetration. There should be a strong public messaging component aimed at getting customers and partners to engage with NOVAworks initiatives and/or programs.

The communication strategy should contemplate the following elements and make recommendations as appropriate.

- Earned Media
- Paid Media: The strategy for paid media should seek to make use of the lowest cost, highest impact strategies. All potential channels (print, outdoor, radio) should be evaluated prior to determining tactics and measured to determine efficacy (measured in impressions for media, cost per acquisition for marketing channels, or some other efficacy proxy)
- Direct Outreach: Direct presentations to and meetings with key stakeholders
- Leverage No-cost Options: Resource public service announcements, community bulletins, etc.
- Other strategies as appropriate and necessary

Task 2: Social Media Marketing and Management: NOVAworks is seeking a Consultant that utilizes social media channels including the following: Instagram, Facebook, LinkedIn, YouTube, etc. The successful Proposer will be responsible for planning, creation and scheduling social media content (including lives, reels, shorts, and stories). The Consultant will also track performance, follower sentiment and other relevant key performance indicators.

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Task 3: Design & Layout Services: NOVAworks typically produces five to six documents each year which will require some level of graphic and design support by the Consultant. These documents are typically 1 to 4 pages long, except for the annual report which is approximately – 12 pages.

The document development process may be as follows:

- NOVAworks prepares the text and images for inclusion in the document
- The Consultant then prepares a Draft document for Staff review
- NOVAworks then reviews the draft document and provides comments to the Consultant
- The Consultant provides a final document for use

Task 4: Asset collateral refresh Initiative: The purpose of this initiative is to assist NOVAworks with updating its materials, streamline existing branding elements and develop greater brand recall and retention with customers, partners, NOVAworks Workforce Board, and other internal and external stakeholders. The chosen Consultant shall work with NOVAworks staff to ensure new branding elements align with NOVAworks goals and objectives as directed by the NOVAworks staff.

The Consultant must be able to assist with the development of materials that can be easily and effectively utilized across multiple graphic identity applications and communicative mediums to include, but not limited to creative assets such as: print material, business and job-seeker customer facing templates, signage, social media marketing materials and websites, etc. Please note that website revision is not a part of this solicitation.

Task 5: Graphic Design: Periodically, NOVAworks requires the preparation of stand-alone graphics in support of NOVAworks' various programmatic efforts. Example graphics might include maps, logos, icons, infographics, and other similar items.

Please note that this task is separate from the Graphic and Print Design task, which is focused on the preparation of documents and reports.

Task 6: Consultation: Periodically, NOVAworks requires general advice related to communications and creative services. This need might arise out of a generalized communication need rather than a specific product. In those instances, the Consultant should be available to meet with NOVAworks staff and other NOVAworks consultants to discuss these more generalized needs.

II. Contract Terms

The anticipated contract period for the successful Proposer will be for one year, commencing from the Date the contract is approved. If additional funding can be secured, NOVAworks will have the option to extend the terms of the contract for three additional option periods of one year each. As NOVAworks' fiscal agent is the City of Sunnyvale, the contract will be issued in the name of the City of Sunnyvale.

III. Request for Proposal Timeline

- Release of Request for Proposal: March 21, 2024
- Deadline to Submit Questions: April 4, 2024, 3:00 p.m., PST: Please submit questions to rfprelease@novaworks.org

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- Deadline for Proposal Submissions: April 18, 2024 3:00 p.m., PST: Please submit proposal to rfprelease@novaworks.org
- Date for tentative contract award notification: April 29, 2024
- Date for tentative contract approval: May 27, 2024

With the exception of the proposal submission deadline, all dates are subject to change.

IV. Proposer Work Plan/Submission of Proposals

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

A. Proposer(s) shall:

- Describe the approach to completing the tasks specified in the Scope of Work.
- Outline cost proposal for each task area specified in the Scope of Work.
- The work plan shall be of such detail to demonstrate the Proposer's ability to accomplish the project objectives.
- Sequentially outline the activities that would be undertaken to complete the tasks and specify who would perform the tasks.
- Identify methods that the Proposer will use to ensure quality control as well as budget and schedule control for the project.
- Identify any special issues, problems, or risks that are likely to be encountered in this project and how the Proposer would propose to address them.

Proposals must be submitted to rfprelease@novaworks.org by the deadline of April 18, 2024, at 3:00 p.m. PST. NOVAworks is requesting that the response to this portion of the RFP be limited to 15 pages. **There is no page limit on appendices.** Note: There is a 25MB limit to the size of the email. Please keep this limitation in mind if including graphics and/or charts.

Proposals received after the stated timeframe will be rejected.

Proposals that include the use of a subcontractor(s) must identify one lead firm and clearly identify, with an organizational chart, any and all subcontractors. Proposing lead firms must clearly define the roles and responsibilities for the lead and any and all subcontractor(s). The lead firm is solely responsible for any and all sub-contractual business arrangements.

B. Budget

The total funding for this project is not to exceed \$49,000. Please include a detailed budget in your proposal submission. All costs proposed to be charged to the contract must be necessary, reasonable, and allowable.

C. Appendices

- **Appendix A: References:** Please provide three (3) references, including names and contact

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information.

- **Appendix B: Project Team:** Please include biographies and relevant experience of key staff who would be assigned to the project. Please describe coverage levels of employees who would be assigned to this project.
- **Appendix C: Company Overview:** Please provide the following for your company:
 - Official registered name (Corporate, D.B.A., Partnership, etc.), address, main telephone number
 - Primary key contact name, title, address (if different from above address), direct telephone, and email address(s).
 - Person authorized to contractually bind the organization for any Proposal against this solicitation.
 - Brief history, including year established and number of years the company has been offering services.

All proposals shall be deemed public documents at the time of contract award to the successful Proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the City to the Proposer upon completion of this RFP process. If proposals contain proprietary information, then proprietary paragraphs and/or other data should be clearly marked as noted above.

The information on the pages of the proposal identified as proprietary will be used only for the evaluation of the proposal, but the Proposer understands that disclosure may be required under the California Public Records Act or other Federal, State, and Local law, as determined by the City.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered nonresponsive and may be rejected. Pricing information is generally not considered proprietary information.

The identification of exempt information must be more specific. The City assumes no responsibility for disclosure or use of unmarked data for any purposes.

V. Review and Rating of Proposal

Each proposal shall be reviewed and scored according to the follow categories for a maximum score of 50 points:

Overall Project Design and Responsiveness to RFP (20 points): Proposal will be evaluated according to the degree to which the proposal submission addresses the Scope of Work section, the Proposer's Work Plan and other specified requirements outlined for submission. The review will also include the creativity, practicality, and potential effectiveness of the overall approach.

Demonstrated Effectiveness and Past Performance (10 points): Proposal will be evaluated according to the bidder's demonstrated past ability and experience in managing all aspects of this type of project, effectively and efficiently, within specified timeline and budget. Strongest responders will have

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demonstrated past experience serving workforce board clients. A review of the staff qualifications will be included.

Funding Requested/Cost (20 points): The funding requested will be reviewed according to the degree to which it relates to each task area specified in the Scope of Work. It will also be reviewed for accuracy and completeness and to ensure all costs are necessary, reasonable, allowable, and allocable. In addition, funding requested will be reviewed for competitiveness with other requests received.

VI. Contract Award

This RFP does not commit NOVAworks to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. NOVAworks reserves the right to accept or reject any or all proposals/quotations received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, with or without cause, this Request for Proposals, if it is in the best interest of NOVAworks to do so. NOVAworks may award a contract(s) based upon offers received without discussion of such offers with the Proposer. Each offer should be submitted in the most favorable terms from a price and technical standpoint. However, NOVAworks reserves the right to request additional data or oral discussion/presentation in support of written proposals.

Should a failed competition (only one responsive proposal is received) result from this RFP, NOVAworks has the option to recompetete the procurement or enter into a sole source procurement, whichever is deemed appropriate. NOVAworks may require the Proposer(s) selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from negotiations.

Prior to any contract negotiations, the applicant/agency must be prepared to submit the following:

- Form W-9 with Federal ID number
- Proof of insurance
- Signatory authorization
- Audit report for the past fiscal year

Successful proposer will be expected to comply with all City, State and Federal regulations and requirements that include but are not limited to those outlined in Attachment A. Applicants whose proposals are not recommended for funding may request a debriefing within seven (7) days of being notified of the decision. Requests must be submitted to rfprelease@novaworks.org.

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Attachment A Compliance with City of Sunnyvale, State and Federal Regulations and Requirements

Confidentiality: Successful proposers acknowledge that they will exchange various kinds of information pursuant to this project. That information will include data, applications, and databases. These data and information are confidential when they define an individual or an employer. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis. Refer to NOVAworks' *Protection of Personally Identifiable Information & Other Confidential and/or Sensitive Customer Information* policy and procedures for guidance which is available upon request.

Technical Qualifications: To be eligible for consideration, respondents submitting proposals may not have financial or policy interest in NOVAworks or the City of Sunnyvale and must demonstrate but not be limited to:

- Experienced staff, subcontractors, and/or partners to provide the product described herein or must show the ability to acquire such staff
- Demonstrated and relevant experience in effectively performing similar types of projects in the public or private sector
- Legal capability to enter into a contract for the delivery of this product, and ability to contract in a timely manner
- Ability to fulfill contract requirements, including the indemnification and insurance requirements stated herein
- Neither Contractor nor its principals are listed on the government-wide Excluded Parties List System in the System for Award Management (SAM)
- If applicable, satisfactory performance under a current or past contract with NOVAworks for similar product
- Capacity to comply with confidentiality mandates, and meet reporting requirements
- Capability to fiscally and administratively provide and manage the proposed product on a reimbursement basis (no advance funding), to ensure adequate audit trail, to maintain audit-ready files, and to monitor its own organization files (internal audit function)
- Knowledge and understanding of the federal Fair Labor Standards Act, regulations, and rules; and regulations and policy directives regarding the Workforce Innovation and Opportunity Act programs issued by the State of California Employment Development Department
- That it does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose
- Knowledge and understanding of OMB's uniform administrative requirements ("Uniform Guidance") at [2 CFR part 200](#) et al. and [2 CFR part 2900](#), et al.
- That it is an Affirmative/Equal Opportunity Employer. If selected for funding, the agency will be required to meet nondiscrimination and EEO requirements

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- Compliance with requirements for lobbying, debarment and suspension, energy efficiency and other environmental regulations, the Stevens Amendment, domestic partners, child support, gender identity, drug-free workplace certification, expatriate corporations, among others
- If a corporation, certification that it is registered with the Secretary of State of the State of California and in good standing
- Acknowledgement that, except where City has agreed in a signed writing to accept a license, City shall be and remain without additional compensation the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City and which result directly or indirectly from this Agreement

Indemnification:

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

Insurance Requirements: If awarded the contract, the contractor must comply with the City of Sunnyvale's (City) insurance requirements, which include but are not limited to:

The contractor shall procure and maintain, at its own expense, during the life of this Agreement insurance, policies of insurance, in compliance with this section below unless expressly waived, in writing, by the City Risk Manager. The City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. Before commencement of the agreement, the contractor shall furnish City Risk Manager, through the PINS system, certificates and endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage for approval by City Risk Manager.

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per accident applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

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Industry Specific Coverages. If checked below, the following insurance is also required:

- Professional Liability / Errors and Omissions Liability coverage with limits not less than \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing with limits not less than \$10,000 each.
- Cyber & Tech Liability coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Commercial Crime coverage with limits not less than \$1,000,000 per occurrence to include employee and non-employee dishonesty and theft, forgery, fraud, disappearance and destruction of money and securities.
- If working directly with minors, the Certificate of Insurance must include coverage for sexual abuse and molestation with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Contractor shall guarantee payment of any losses and related 10 investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, cyber, and sexual abuse and molestation liability policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.
Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38.
2. During the term of the Agreement, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For any claims related to this agreement, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Service Provider's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.

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5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
7. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
8. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

The City of Sunnyvale utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. The City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. The City will email the Contractor requesting proof of insurance for this Agreement through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Contractor shall furnish the City of Sunnyvale with an electronic or original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave., Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Contractor shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Contractor shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.