

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 10, 2021						
Department: Public W	orks	Agenda Planning Date: 11/4/21			Time required:	5 min.
☐ Audio/Visual aids						
Contact: James W	harton-Hess, Management Anal	rst Phone: (503) 566-413)	
Department Head Signature: 3. Lead Market M						
TITLE	Consider Approval of a Contrac	t with JPW Commi	unications L	LC for Public Re	lations Services	
Issue, Description & Background The Marion County Public Works, Environmental Services Division requires a robust public reprogram in order to facilitate engagement with the public for its programs, including waste solid waste, parks, and stormwater. Many of these informational campaigns are mandatory of environmental permits issued by the Department of Environmental Quality (DEQ). Additional campaigns are utilized to, among other things, increase public engagement with County part waste, inform the public of changes to the solid waste system, and decrease pollutants in the stormwater system. Recognizing the increasing regulatory requirements for public engagement as part of DEQ part and the Division's desire to enhance its outreach efforts to better serve the public, Public Works, Environmental Services in September, 2021. In County received one qualifying proposal and conducted a two-part evaluation of the firm's part of DEQ part and subsequent interview, the the RFP Evaluation Committee conclusions.				ncluding waste red ure mandatory com y (DEQ). Additional with County parks, pollutants in the Co as part of DEQ pern ublic, Public Works mber, 2021. In Octo on of the firm's prop mmittee concluded	uction, nponents I reduce ounty's mitting staff ober, the posal.	
Financial Impacts:	JPW Communications LLC would be well suited to serve the Division's needs. This agreement is expected to cost up to \$200,000 per year for a period of between two and five years.				e years.	
Impacts to Department & External Agencies	N/A		***			
Options for Consideration:	Approve Contract with JPW C Withhold approval of Contract					
Recommendation:	Public Works staff recommends approval of Contract with JPW Communications LLC for Public Relations Services					
List of attachments:	Contract with JPW Communications LLC for Public Relations Services					
Presenter:	Brian May, Environmental Servic	ces Division Manag	ger	***************************************		

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

James Wharton-Hess, jwhartonhess@co.marion.or.us

Contract Review Sheet



Contract #: PW-4430-21

Person Sending:	James Wharton-Hess	Department:	Public Works	
Contact Phone #:	: (503) 566-4139	Date Sent:	Wednesday, October 27, 2021	
✓ Contract	Amendment#	A 🗆 MOU	Grant (attach approved grant award transi	nittal form)
Title: Public Re	elations Services			
Contractor's Nar	me: JPW Communications LLC			
Term - Date Fro	om: Upon Execution	Expires: Nov	v 30, 2023	
Contract Total: 5	\$1,000,000.00 Amendment Amou	nt: \$0.00	New Contract Total: §0.00	
Source Select	tion Method: Formal Bid (attach transn	nittal)	# PW995-21	
Additional C	onsiderations (check all that apply	')		
☐Insurance ☐CIP# Description o Consultant will Department for development p	Funds ent Contractor (LECS) approval date: Waiver (attach) (required for all goods /software greater than of Services or Grant Award: I provide public relations services to the r between three and five years. Consultances for multiple PR projects. Service program of work development, implement	☐Re ☐Re ☐S5,000) Environment ant will delive s will include	r public relations services through include research, data analysis, st	Works nout the
	FOR FIN	ANCE USE		
Date Finance Re Comments:	eceived: BOC Planning Da	te:	Date Legal Received:	
REQUIRED AP	PROVALS:			
Finance - Contra	acts Date Risk	Manager	Date	
Legal Counsel	Date Chie	ef Administrati	ve Officer Date	
Date	To be filed Added to F	inance Table		
□Date	Returned to department for sign	ature		

Solicitation Award Transmittal



Submitted By: James	Wharton-Hess		Department:	Public We	orks
Contact Phone #: (503) 566-4139			Date Sent:	Monday,	October 25, 2021
Solicitation Name: RFP	for Public Relations Se	ervices			
	☑ RFP □ Written □ IRFP	Advertis Aug 27,	sing Date: , 2021	·····	Close Date: Sep 30, 2021
Addenda Issued/Date					
#1 Sep 10, 2021	#2	#	43		#4
Solicitations Received I	From (or attach solicitation s	summary)			
Contractor Name				Bid-Q	Quote Amount/Proposal Score
JPW Communications I Blue Ridge Strategies L				231 0 (lat	re/Incomplete)
Bid/Proposal in compli	ance for all requiremen	ı ts: ∐Yes	✓ No (Detail	ed explanation	on required if "No" is checked)
Blue Ridge Strategies L	LC submitted the propos	al approx	. 15 minutes la	ate and the	document was incomplete.
Fiscal Impact (Description	n of impact)				(
Dependant on need. Est. \$	200,000 /Year				
Service: 310, 510, 515	Account:	525999 C	Other Contracte	d Services	
DEPARTMENT RECO	OMMENDATION				
Name: JPW Communi	cations LLC				
Award to Low Bid-Q	uote/Highest Rank Propo	osal 🗌	Multiple Awa	ards	
☐ Award to other than I	Low Bid-Quote/Highest I	Rank Prop	osal (Attach wr	itten support)	
☐ Reject All Bids/Propo	osals (Attach written justifica	tion for reje	ection of all bids/	(proposals)	
	Fi	nance Use	e: (when required)		
Date Finance Received:					
Comments:	A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1				
Solicitation Award App	proval:				
Finance Contracts / Date	e		Chief Adm	ninistrative	Officer / Date
Date paperwork returned	d to department:				

MARION COUNTY CONTRACT FOR SERVICES PW-4430-21

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and JPW Communications LLC, a Limited Liability Company hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. **TERM.** This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on November 30, 2023. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond November 30, 2026.

2. CONSIDERATION.

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,000,000. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.
 - i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - a. Termination of this Contract, in whole or in part;

- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- D. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.
- 4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.
- 5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.
- 6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS.

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.
- 10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

11. CONFIDENTIALITY OF RECORDS.

- A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
- **14. PAYMENT ON EARLY TERMINATION.** Upon termination pursuant to section 13, payment shall be made as follows:
- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.
- **16. GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.
- 17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.
- **20. MERGER CLAUSE.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- **21. WAIVER.** The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:
- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

- A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:
 - i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:
⊠ Required by County □ Not required by County.
\$1,000,000 Per occurrence limit for any single claimant; and \$2,000,000 Per occurrence limit for multiple claimants Exclusion Approved by Risk Manager
iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.
☐ Required by County ☐ Not required by County.
\$2,000,000 Per occurrence limit for any single claimant; and \$5,000,000 Per occurrence limit for multiple claimants Exclusion Approved by Risk Manager
iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:
⊠ Required by County □ Not required by County.
Bodily Injury/Death:
\$1,000,000 Per occurrence limit for any single claimant; and \$2,000,000 Per occurrence limit for multiple claimants Exclusion Approved by Risk Manager \$500,000 Per occurrence limit for any single claimant \$1,000,000 Per occurrence limit for multiple claimant
v. Automobile Liability Insurance. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:
Required by County Not required by County.
Bodily Injury/Death:
 ✓ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury). ☐ \$500,000 Per occurrence limit for any single claimant; and ☐ \$1,000,000 Per occurrence limit for multiple claimants ☐ Exclusion Approved by Risk Manager

- B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.
- **24. NOTICE.** Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.
- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

<u>To Contractor:</u>
JPW Communications LLC
2710 Loker Avenue West, Ste 300
Carlsbad, CA 92010

To County:
Contracts and Procurement Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

- 25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.
- **26. SEVERABILITY.** If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:
 - A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Closing of proposals of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Intellectual Property Rights granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
- **28. CERTIFICATIONS AND SIGNATURE.** THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chain	Data	
Chair	Date	
Commissioner	Date	
Commissioner	Date 1	
Authorized Signature: _	Department Director or designee	10/28/201 Date
Authorized Signature: _	Chief Administrative Officer	
Reviewed by Signature		Date
reoriewed by Biginadare	Marion County Legal Counsel	Date
Reviewed by Signature		
	Marion County Contracts & Procurement	Date
JPW COMMUNICAT	TIONS LLC SIGNATURE	
Authorized Signature:		
		Date
Title	•	

EXHIBIT A STATEMENT OF WORK

- 1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.
- A. GENERAL INFORMATION. Contractor will assist Marion County Public Works, Environmental Services Division with developing public relations strategy and associated marketing activities and will provide accurate and detailed metrics to track engagement. The primary focus of work under this contract is for the solid waste, parks, and stormwater programs. However, Contractor may also be asked to perform work for other programs or departments under the Contract.
- B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor will perform work outlined in EXHIBIT B Contracor's Proposal dated September 30, 2021. At any point where the Proposal and this Contract language conflict, the Contract language takes precedence.

As directed by County, Contractor will provide the following services:

- Public relations strategy development including:
 - o Goal and Vision Development
 - o Objective development
 - o Public sentiment research
 - o Stakeholder engagement
 - o Comprehensive strategy plan drafting
- Creative production including:
 - o Writing, designing, and illustrating County advertisements on radio, television, internet or hard copy
 - o Create display ads
 - o Submit stories and photography when necessary for advertorials and value-added opportunities
 - o Incorporate County message in mechanical or other form and forward with proper instructions for fulfillment of orders
 - o Contract media directly to obtain proper mechanical information
 - o Submit advertising to media in proper mechanical format
 - o Check and verify insertions, displays, and broadcasts
 - o Proof County messages
- Social Media Marketing including:
 - o Create advertisements to engage followers on social media platforms
 - o Create content for the County's social media accounts
 - o Copy writes for ads
 - o Boost posts
- Search Engine Marketing
 - o Optimize ad words
 - o Deliver 5-7 keywords. 15-25 long tail search terms/keywords
 - o Create display network ads
 - o Deliver regularly scheduled targeted ads
- Statistical reporting
 - o Produce periodic reports showing robust metrics to gauge engagement and reach for public relations campaigns over all utilized mediums.

C. SPECIAL REQUIREMENTS.

- i. KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:
 - Jenny Windle, President/Principal-in-Charge

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

- 2. **COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$1,000,000.
- A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor hourly rates in accordance with the below table up to but not in excess of \$975,000 for completing all Services required under this Contract:

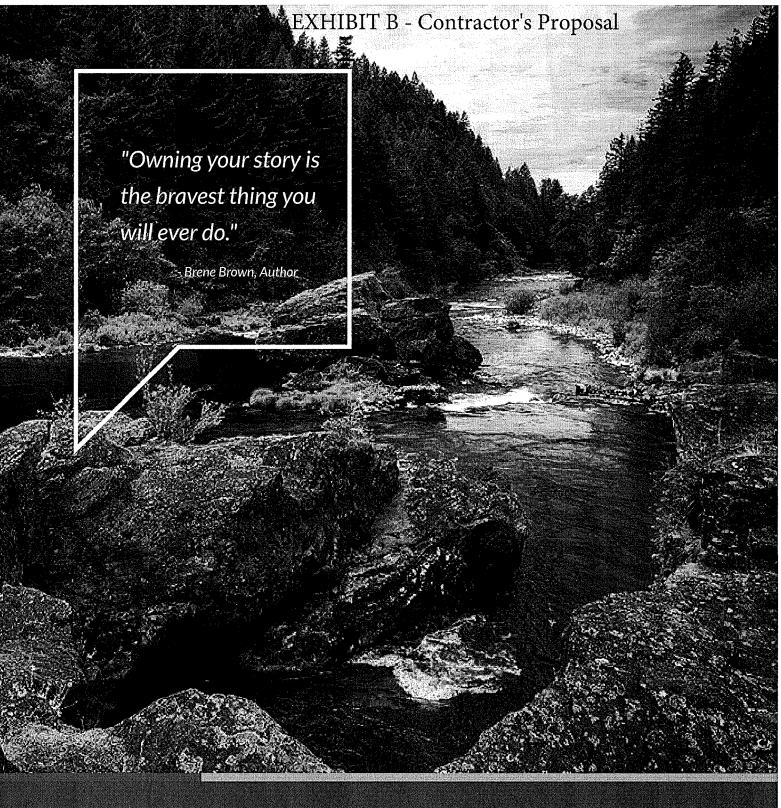
Description	Hourly Rate
President/Principal-in-Charge	\$200
Vice President, Creative Strategy/Community Engagement	\$175
Senior Marketing & Communications Director	\$165
Marketing and Communications Director/Creative Director	\$160
Senior Communications Manager	\$150
Senior Multimedia Designer	\$135
Communications Manager	\$125
Multimedia Designer	\$115
Senior Marketing/Communications Specialist	\$95
Communications Specialist	\$75

- B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods
- C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract.
 - Travel
 - Subscriptions
 - Printing

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.C is \$25,000.

- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Environmental Services Division Manager
5155 Silverton Road NE
Salem, OR 97305



Project proposal: Public Relations Services PW995-21

Submitted to: Marion County

Delivered on: September 30, 2021 Respectfully submitted by:



COMMUNICATIONS

Table of Contents



a. Cover letter	
Introduction	2
b. Approach and management plan	
JPW Services	3
JPW Organizational Chart	4
Outline of JPW Process	5
c. Qualifications and experience	
Project Team Expertise	6
Introduction to Portfolio of Work	8
Case Studies and Design Samples	9
d. Staffing plan	
Project Team Organizational Chart	19
e. Work plan and schedule	
Work plan	20
Schedule	23
f. Cost Proposal	
Attachment 4: Cost Proposal Submission Form	24
Hourly Rate Sheet	25
g. Cost control	
Experienced project management	26
h. References	
Attachment 3: Reference Form	27
i. Additional relevant information	
Proposed Innovations	28
Appendix	
Attachment 1: Proposal Form	30

Staff Resumes

33

JPW COMMUNICATIONS

2710 Loker Avenue West, Suite 300 Carlsbad, CA 92010 760.683.8395 info@jpwcomm.com jpwcomm.com

Mr. James Wharton-Hess Marion County Public Works Department Salem, OR 97305

September 30, 2021

Dear Mr. Wharton-Hess,

It is our pleasure to submit this proposal in response to Marion County Public Works' RFP for public relations services. We are thrilled at the prospect of working with the Environmental Services Division to develop a comprehensive vision, public relations strategy and community outreach plan to inform customers about the possible future changes to the Division-managed solid waste system. We will help increase awareness through innovative and effective content production, social media and search engine marketing, along with data-driven evaluation and reporting.

The elements of our work are designed to create a cohesive campaign from start to finish – building momentum toward your goals and objectives each step of the way. This approach will deliver a campaign steeped in research and creativity to build a community-based marketing program to launch your collaborative goals between Solid Waste, Parks and Water Quality into the future.

In addition to being a team built solely for government agencies, we also boast a niche in the environmental arena with successful marketing and outreach campaigns for a number of agencies including Orange County Stormwater, Denver Public Works, City of Carlsbad, Port of San Diego, San Diego County, Western Placer Waste Management Authority, Zone 7 Water Agency, Santa Ana Watershed Project Authority, Western Municipal Water District and the County of San Luis Obispo's Partners for Water Quality.

After reviewing the following pages, I'm sure you'll agree JPW Communications is perfectly suited to partner with Marion County on this critical investment in your region's future.

Please do not hesitate to contact me personally should you have any questions during the procurement process. We look forward to hearing from you soon.

Sincerely,

Jennifer L. Windle, Founder and President

JPW Communications



14 of 44

JPW's Approach and management plan

A team born from government, for government

JPW Communications, LLC was founded by Jenny Windle in 2015 to create the kind of firm she needed support from when she worked for government agencies like the Port of San Diego and the cities of San Marcos, Vista and Palmdale, California. Since its founding, JPW Communications has grown into a full-service team of 18 expert marketing and communication professionals. We use our combined century of in-house public agency experience to develop successful communication, marketing and public outreach campaigns for government agencies.

We understand the nuances of communicating change initiatives on behalf of public agencies. Our team includes strategists, content mavens, media gurus and graphic artists to support clients throughout our comprehensive and scalable engagement process.

JPW's corporate office is located in Carlsbad, California in San Diego County with satellite offices in the Bay Area, Rocky Mountain region, Pacific Northwest and Texas. JPW offers the following capabilities, as an extension of your in-house team, to deliver on the proposed scope of work for this project.

Strategy | Empower your team

Strategic planning, media relations, media training, communication plans, brand development, crisis communications and web development among others.

Branding | Define your story

Market research, positioning, differentiation, brand personification, logos, style guides, internal deployment plans and other comprehensive branding efforts.

Storytelling | Share your perspective

Articles, opinion pieces, news releases, brochures, speeches, video scripts, key messaging, blogs, social media, editorials and more.

Creative | Craft your identity

Art direction, video and photography asset production, scriptwriting, storyboarding and animated video production.

Marketing | Highlight your narrative

Newsletters, annual reports, ad campaigns, presentations, decals, apparel, billboards, digital advertisements and all forms of print collateral.

Outreach | Support your constituents

Community outreach, construction project campaign development and execution, meeting facilitation, stakeholder engagement and support.

The JPW Vision

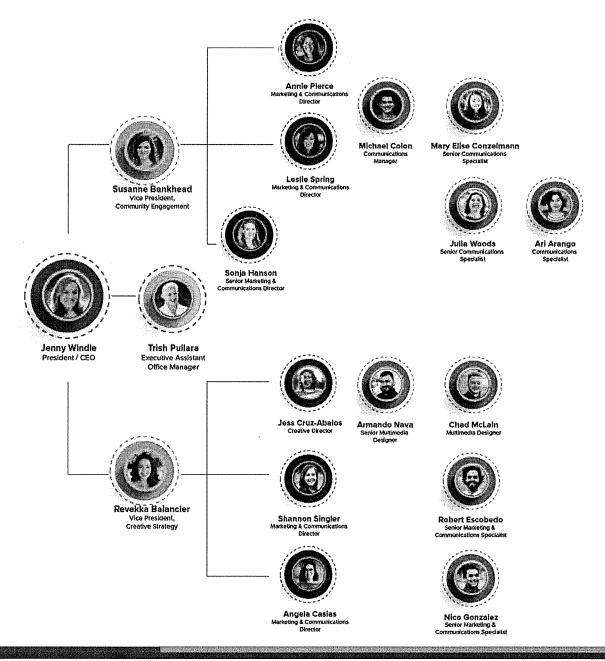
Empower government to rethink communications in a fresh, dynamic and compelling way, leading to greater trust with the public and transformed communities.



Our team organization chart

Real-world government experience, unreal creativity

Meet our team of public sector experts with over a century of in-house government agency experience. Everyone included in the current JPW organization chart is a full-time, fully benefitted JPW Communications employee with company-paid healthcare, vision, dental insurance and retirement benefits. We believe this investment in our employees is translated into the dedication, drive and deliverables that Western will receive as a client. Marion County will be supported by our entire team, with one dedicated project manager, one dedicated support staff, and additional team members will assist with the project on an as-needed basis.



Outline of the JPW approach to project

Our strategic process for public outreach and engagement

JPW Communications takes pride in its ability to work closely with clients to see that every project, regardless of size, is delivered on time and within budget, and even more importantly, exceeds client expectations and delivers effective results.

Because we've worked directly in the kinds of agencies we serve, we are perfectly positioned to understand the obstacles our clients face and the deliverables you need. Our work plan is based on years of working with agencies just like Marion County.



PHASE ONE | RESEARCH AND INSIGHTS

JPW Communications takes the time to learn about audiences, goals, challenges and opportunities for each communications or community outreach project. Understanding your operational objectives will help inform the development of our outreach strategy and ensure the final product achieves your goals. Research may include interviews, focus groups, surveys, materials audits and/or first and third party data analysis.

PHASE TWO | STRATEGY

Working with the gathered data, JPW Communications will interpret and summarize insights to determine how best to reach your target audience, define your unique value and develop an overarching strategy and a framework for our plan of work in advance for your approval.

PHASE THREE | PROGRAM OF WORK

Upon approval of the strategic framework, our team will develop a comprehensive work program with creative concept, storytelling techniques and all tactics and sub-tactics detailed in support of the research and objectives. We will ensure the plan is fully approved before moving to stage four.

PHASE FOUR | IMPLEMENTATION

JPW Communications will fully execute the plan from concept to completion, providing all copywriting, design and production files for a complete toolkit that the Marion County can pick up, or that JPW can implement. Our implementation process includes feedback loops, quality assurance measures and budget controls all built into the timeline.

PHASE FIVE | EVALUATION

Project metrics will be reviewed against original goals and objectives to ensure targets are met and to determine effectiveness and any course correction needs. JPW views evaluation as an on-going process conducted throughout every step of our engagement, not just at the conclusion of a project.



Qualifications and experience of key team members

A carefully crafted team ideal for Marion County Public Works

JPW Communications specializes in providing exceptional outreach strategy and implementation support, exclusively to government clients. We're proud of the fact that we've walked a mile in your shoes and worked on comprehensive marketing and communications programs for organizations just like the Marion County, specifically with scopes similar to yours.

REVEKKA BALANCIER Account Oversight

Our Vice President of Creative Strategy notably led the award-winning "That's My Bay" pollution prevention campaign while in-house at the Port of San Diego for their San Diego Bay stormwater quality improvement efforts. She also spent time in-house at Denver Public Works managing solid waste, recycling, wastewater, and other similar communications efforts. At JPW, she led the team in creating similar campaigns including an anti-littering community based social marketing campaign, "Central Coast Clean" for San Luis Obispo and a recycling and proper waste disposal campaign, "No trash to waste." for Western Placer Waste Management Authority.

SUSANNE BANKHEAD Community

Community Based Social Marketing Consulting Our Vice President of Community Engagement is IAP2 certified, and an expert in community based social marketing strategy. She has deep experience in the areas of water, wastewater, stormwater, recycling, trash, environmental management and habitat preservation from her years serving as the community relations manager for the City of Carlsbad. Her "Wipes Clog Pipes" video series won acclaim from the Water Environmental Federation and the California Association of Public Information Officials. In her prior consulting days, Susanne worked on the Port of San Diego Green Port contract, as well as the City of San Diego's "ThinkBlue" campaign focused on reducing stormwater pollution.

SONJA HANSON Project Manager

Our Senior Communications Director is Accredited in Public Relations through the Public Relations Society of America. She has extensive experience in Public Relations, having served in the U.S. Navy as a Public Affairs Officer, then as a civilian worked in various city, state and federal levels, ranging from Chief Communications Officer for the City of Bellevue, WA, to the Strategic Communications Officer for the National Park Service, Pacific West Region, overseeing communications for 63 National Parks within the region, which spans eight states and three U.S. territories. At JPW, she manages the Sacramento Regional Sanitation District and Sacramento Sewer accounts.

ARMANDO NAVA Art Direction

Our Senior Multimedia Designer was part of the in-house team at the Port of San Diego that created the "That's My Bay" pollution prevention campaign and created specialty pieces such as a custom guitar for the "Storm Drayne" character, multiple animated GIFs, live action and hand drawn green screen pieces, and more to inspire waste diversion. He created the Green Business Network brand and has experience with a wide variety of creative production specific to environmental outreach from recreating the earth on a volleyball to managing the sound on a storm drain awareness music video!



18 of 44

6

Qualifications and experience of supporting staff

A carefully crafted team ideal for Marion County Public Works

CHAD MCLAIN Design Support

Our Multimedia Designer co-developed a campus-wide, year-long marketing strategy for a Live United! campaign, including designing and implementing the website for Point Loma Nazarene University's "Creation Care Week," with events and interactive art installations about climate change, conservation, and everyday sustainable practices. At JPW, he is the lead designer for the stunning visuals on our "No trash to waste." campaign for Western Placer Waste Management Authority to encourage proper trash and recycling disposal.

MARY ELISE CONZELMANN

Project Implementation Our Senior Marketing & Communications Specialist is a community-building expert with experience in the public, private, and nonprofit sectors. She is resourceful and brings passion to every project, ultimately driving success. Before joining JPW, she worked in municipal recreation and public relations to develop partnerships, create marketing plans, and engage in outreach with diverse communities. At JPW, she brings a spark of playfulness and creativity to create compelling communications and marketing. Her specialties include storytelling, community engagement, project management, crisis response strategy, and social media.

JULIA WOODS Copywriting Support

Our Senior Communications Manager has been an integral part of developing key environmental campaigns including managing all implementation for San Luis Obispo's "Central Coast Clean" campaign, and supporting copywriting efforts for social media and newsletters. Julia was also part of the team that created the "No trash to waste." creative concept, has coordinated the massive launch of the campaign, and is writing social media, newsletters, feature articles, radio spots and ad copy based on key messages, research and target audience alignment.

ARI AVILA-ARANGO Project Support

Ari is a JPW Communications Specialist who provides support for public outreach and social media marketing. She provides research, focus group coordination, presentation development and other such support as needed on a campaign. She has worked on expanding social media content for Zone 7 Water Agency and coordinated with subject matter experts to showcase activities and initiatives taken by various departments in the agency. The expansion included a monthly analytic review that measured video and post engagement.

BOX86 MEDIA & 56TH PERIOD PRODUCTIONS Video Production

Subcontractors

Box86 Media has worked with JPW on environmental outreach projects such as San Luis Obispo's "Central Coast Clean" campaign, Western Placer Waste Management Authority's "No trash to waste." campaign and Zone 7 Water Agency's "Water Wise Wendy" conservation campaign.

56th Period Productions has worked with JPW on environmental and other outreach projects such as Zone 7 Water Agency's Water Awareness Month campaign, Western Municipal Water District's North Well progress video, Olivenhain Municipal Water District's overview video and pipeline maintenance video, San Marcos Creek Project overview and construction progress videos and the City of Encinitas El Camino Real Specific Plan video and Planning 101 video.

Qualifications and experience of firm



Portfolio of case studies in public sector communications

On the following pages, we have inserted a selection of project case studies that JPW Communications specifically has worked on over the past few years. These works collectively showcase the signature collaborative process JPW undertakes with clients. From gathering data, to developing a strategy, to creating a detailed plan, to executing all elements and analyzing for improvement, we work hand in hand with you to ensure your needs are being met.

We understand every project and scope of work is a bit different. Our team is comfortable working as a supplemental support to your team to fill in the gaps and work as an extension of your department, or we can function as a vendor that you can feel comfortable handing a project off to and not having to worry about it!

We also understand that communications and outreach work a bit differently in the public sector. As former staff of public service organizations, we recognize and appreciate that the traditional methods of product, price, promotion and place are not going to be effective when there is no product, no price, no promotional discount to offer and your place is so expansive your entire audience lives in it.

We have experience working with different kinds of campaign objectives and proven strategies for the kinds of outreach materials you work with every day. In addition to the pieces showcased here, we have a larger variety of case studies and portfolio of work on the <u>partner stories</u> section of our website.

"It's not about selling. It's about creating value for your audience."

- Jerry Allocca, Author

Public sector campaign objectives:

- Build appreciation
- Cultivate support
- Develop community
- Drive traffic
- Educate audiences
- Encourage prevention
- Establish trust
- Grow engagement
- Improve understanding
- Increase awareness
- Increase transparency
- · Induce behavior change
- Generate revenue (Yes, we do this, too!)

Please see examples of how our staff and our work have accomplished these objectives in the following examples, each with contact information from the public sector or public sector adjacent organization for which we accomplished this work.

Anti-litter community based social marketing

County of San Luis Obispo Water Quality Partners

AT ISSUE:

Across San Luis Obispo County, multiple cities were becoming alarmed at the increasing amount of litter they were seeing in parks, on beaches and on the streets. The cities joined together to create a county-wide coalition to address the growing pollution concerns. Faced with stated mandates for reducing marine debris in waterways and requirements to create a community-based social marketing campaign, the partners turned to JPW for help with creating an effective concept.

RESPONSE:

Team JPW worked with the partners to understand the local challenges for each city as well as the shared community values across all areas. The final campaign, "Central Coast Clean," provides an ownable differentiator for the region, using local terminology for the area and defining what it means to be "Central Coast Clean." The campaign offers localization opportunities for each city with light-hearted puns for each one. The campaign relies on scenic photography of local, familiar, beautiful outdoor locations with water visible (whether it is the ocean, a lake or creek) to capture and build upon local pride.

RESULTS:

A series of 11 videos, a complete suite of ads, and a locally-focused marketing campaign were implemented on multiple platforms. In the first nine months of the campaign, Central Coast Clean garnered 2,030,524 impressions. The videos have been viewed over a combined 35,000 times on Facebook and an additional 16,234 times on YouTube. The campaign is designed to build engagement and inspire pollution prevention over the next two years and beyond, bringing on additional partners to support the regional effort including the local tobacco control program and a local non-profit estuary.

SERVICES PROVIDED:

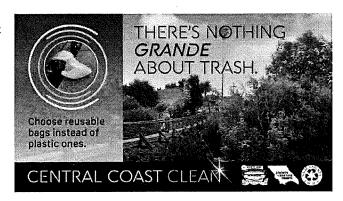
- Campaign strategy and creative concept for "Central Coast Clean"
- Comprehensive marketing and media plan
- Complete video and photo production including all scripting shot lists and coordination
- 11 short anti-litter videos
- · Website landing page copy and assets
- · Key message development
- Digital ad suite and transit ads
- Social media strategy, copywriting, content development and asset management

BUDGET:

\$99,000

CONTACT:

ANN GILLESPIE | Stormwater program coordinator County of San Luis Obispo agillespie@co.slo.ca.us | 805-781-5259 1087 Santa Rosa Street, San Luis Obispo, CA 93408

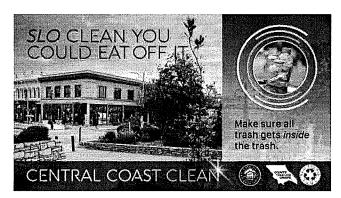




Anti-litter community based social marketing

County of San Luis Obispo Water Quality Partners

DESIGN SAMPLES:



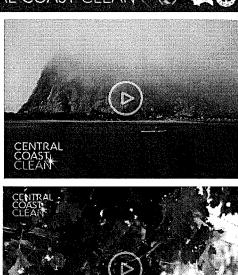


Watch all the Central Coast Clean videos on YouTube Playlist











General recycling and awareness

Western Placer Waste Management Authority

AT ISSUE:

The residents of Western Placer County have enjoyed the convenience of trash and recycling in a single disposal bin provided by the Western Placer Waste Management Authority (WPWMA). However, there are limitations on what types of waste go in the bin. The collective cities of Western Placer County formed the Regional Recycling Group to help inform residents of how best to dispose of household hazardous waste to keep recyclables safe. They turned to JPW to help with this important regional effort.

RESPONSE:

Through a comprehensive discovery process, the team determined the new campaign needed to be aspirational to motivate residents to appreciate the nuances of their disposal system, rather than simply focusing on the convenience. Additionally, the team wanted to inject an element of humor into the campaign to keep the message approachable and memorable. The final campaign, "No trash to waste." is designed to show what each recyclable item can become, and it emphasizes the greater purpose of taking care of our environment when people take good care of their waste!

RESULTS:

The campaign launch ads were tested in the Western Placer community to ensure the messages would resonate with their intended audience. The ads were tested in five different areas: whether the message was clear, appealing, memorable, motivational and important. Across the five different areas, the campaign received an average 93.5% positive sentiment score. In the three month media blitz launch, the campaign achieved over 16 million impressions, far exceeding the 10 million impression goal.

SERVICES PROVIDED:

- · Campaign strategy and creative concept for "No trash to waste."
- Key message development
- Comprehensive marketing plan and media buy
- · Video concept development and production oversight for multiple campaign videos
- · Website refresh including design and content
- · Digital ad suite for multimedia campaign
- Print ads, billboards, presentation template and additional collateral
- Social media strategy, copywriting, content development and asset management
- · Monthly blog and direct email newsletter

BUDGET:

\$432,500

CONTACT:

STEPHANIE ULMER | Environmental resource specialist Western Placer Waste Management Authority sulmer@placer.ca.gov | 916-543-3960 3013 Fiddyment Rd., Roseville, CA 95747





General recycling and awareness

Western Placer Waste Management Authority

DESIGN SAMPLES:











Economic development and recovery

City of Chula Vista

AT ISSUE:

Small businesses are at the heart of thriving communities. Yet, the global COVID-19 pandemic hit these cherished local gems particularly hard. In turn, cities like the City of Chula Vista were impacted as well, along with the businesses and families in the community. The City's economic development team sensed the need for professional support to rally their close-knit community together around their small businesses and locally owned shops.

RESPONSE:

Team JPW worked with the City of Chula Vista to proactively encourage local residents to 'think small' as they shop, dine, stay and play in their community supporting their local businesses. Our "We Built THIS" initiative was created to shine a light on unique Chula Vista makers, restaurants, hotels and shops, and educate the community about businesses that bring Chula Vista to life. The campaign is an extension of their previous 'THIS is Chula' tourism campaign to build on community familiarity.

RESULTS:

A series of videos, display ads, social media content and more were shared with the community as they rebuild from pandemic closures and impacts. The various campaign elements all drive traffic to a refreshed explorechulavista.com site, beginning with a launch video featuring multiple small businesses. The campaign launch garnered over 400,000 earned and shared media impressions and has won multiple awards including recognition in the Communicator awards, Hermes Creative awards, dotCOMM digital marketing awards, and the International Economic Development Council's Excellence awards.

SERVICES PROVIDED:

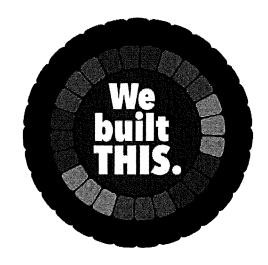
- · Campaign strategy and creative concept for "We Built THIS"
- · Comprehensive marketing plan
- · Complete video and photo production including all scripting, shot lists and coordination
- Three community-wide feature videos, eight business focused vignette videos, one how-to video to support app usage
- Website refresh including all assets built to spec
- · Key message development
- · Media release copywriting and earned media support
- · Digital ad suite for google display ads
- · Social media strategy, copywriting and asset management

BUDGET:

\$70,000

CONTACT:

MIRANDA EVANS | Economic Development Specialist City of Chula Vista mevans@chulavistaca.gov | 760.912.3174 276 Fourth Avenue, Chula Vista, CA 91910





Economic development and recovery

City of Chula Vista

DESIGN SAMPLES:



Water conservation outreach

Zone 7 Water Agency

AT ISSUE:

Facing unprecedented drought conditions in Northern California, the team at Zone 7 Water Agency knew that engaging the community in conservation outreach was necessary to proactively encourage customers to use water efficiently. The team needed to build momentum for longer-term behavioral changes to ensure the region's long-term water supply. Zone 7 turned to JPW to help build ownership in the community by educating and encouraging residents to appreciate the true value of water.

RESPONSE:

Given the extremely positive community response to JPW's emergency preparedness campaign Flood Ready Freddy, the team developed a complementary campaign, Water Wise Wendy as the little sister of Zone 7's flood ready guru. As prepared as he is for floods – she is even more prepared to help her community save water. Any time she sees a drop of water being wasted, her internal water-wasting alarm goes off, and she pops in with a water-saving tip to save the day, or at least some water. Like any little sister, Water Wise Wendy takes her cues from her big brother and comes with her own costume – but with a little more flair! You never quite know if Wendy will be a wizard, a fairy, a mermaid or a pirate – but you can be sure her water-saving techniques will be fun and helpful for the whole family.

RESULTS:

The campaign features a combination of complete produced videos, video slideshows, drought infographics, display ads, social media posts and other graphics. A <u>campaign toolkit</u> allows the retailers access to assets for sharing on their own social media pages. In the first four months of the campaign, Water Wise Wendy garnered over 10 million impressions, and more than 25,000 video views between Facebook and YouTube. The effort garnered coverage in seven different local media outlets and the conservation area of the Zone 7 website has consistently been the most visited section of the site since launch.

SERVICES PROVIDED:

- "Water Wise Wendy" campaign concept
- Creative suite including display ads, printed collateral and website assets
- · Press releases and newsletter articles
- Social media strategy, graphics and post copy
- Comprehensive media buy and placement
- · Animated and live action videos

BUDGET:

\$70,000

CONTACT:

ALEXANDRA BRADLEY | Communications Specialist Zone 7 Water District Alameda County abradley@zone7water.com | 925.453.1028 1000 N. Canyon Parkway, Livermore, CA 94551



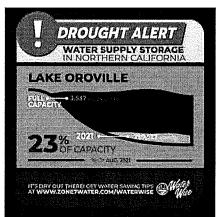


Water Quality Education Outreach

Zone 7 Water Agency

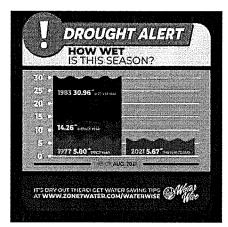
DESIGN SAMPLES:













Water Wise Wendy Outdoor Savings $\underline{\text{Video Playlist on YouTube}}$

Water Quality Education Outreach

Zone 7 Water Agency

AT ISSUE:

Zone 7 Water Agency often outperformed all regulatory standards for water quality, and regularly posted and distributed results for water testing, as required by the Environmental Protection Agency. However, the complex tables, language and data did not do much to help the Tri Valley community, just east of the Bay Area, understand what goes into delivering such high-quality water. The organization wanted to go beyond compliance and help build understanding and appreciation of this intricate process.

RESPONSE:

Team JPW began with a landscape analysis to see how other water agencies, near and far, provided this valuable information to customers – which yielded dozens of consumer confidence reports that did not exactly build confidence. We needed to understand the process better ourselves in order to communicate about it in a clear and compelling way. Working sessions, multiple interviews and intense collaboration with subject matter experts (including a mathematician from a nearby University) helped the team simplify the language and create informative visuals. The final campaign invited the community to explore "The Wondrous World of Water." The campaign was adapted to celebrate the agency's new ozone treatment facility with a virtual tour due to public health guidelines, that included an animated treatment process, and interviews with key stakeholders.

RESULTS:

The 2019 Consumer Confidence Report was redesigned in the campaign style and received accolades from board, staff, partners and the community upon its release. The campaign received 35,578 total impressions, and over 5,000 video views in its first six months. Additionally, the campaign landing pages averaged time spent on page between two minutes and 21 seconds and four minutes 23 seconds, compared to the national average of 62 second across industries in 2020, indicating users were actively engaged with the material. The Wondrous World of Water explains water treatment in a fun way that builds trust in the district.

SERVICES PROVIDED:

- "The Wondrous World of Water" campaign concept
- · Consumer Confidence Report
- · Press Release and Newsletter Articles
- Social Media Strategy, Graphics and Post Copy
- Individual Water Treatment Infographics and Animated Infographic GIFs
- · Animated and Live Action Videos
- · One-Sheets

BUDGET:

\$40,000

THE PONDROUS WATER

CONTACT:

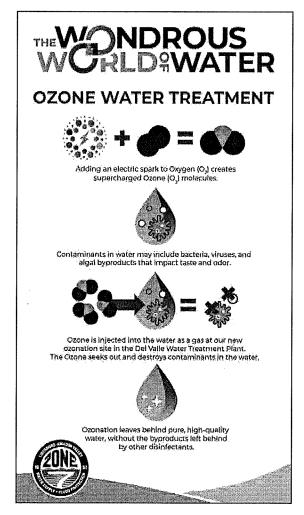
ALEXANDRA BRADLEY | Communications Specialist Zone 7 Water District Alameda County abradley@zone7water.com | 925.453.1028 1000 N. Canyon Parkway, Livermore, CA 94551

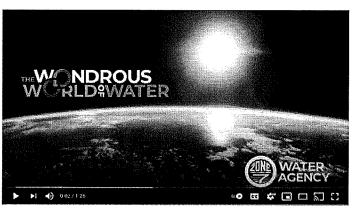


Water Quality Education Outreach

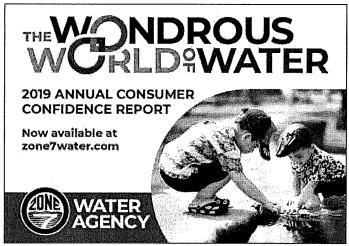
Zone 7 Water Agency

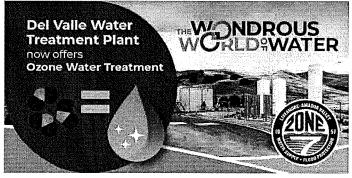
DESIGN SAMPLES:





Ozone Treatment <u>Video on YouTube</u>
Del Valle Water Treatment Plane Ozone Facility Grand Opening <u>Video on YouTube</u>







Project Team Organization Chart

Real-world government experience, unreal creativity

Below is our proposed project team organization chart, which clearly delineates communication/reporting relationships among the project staff. The entire JPW team will be available to support the project; however, the staff below have specific expertise in this area, and will be assigned to your account. Our team is generally available during standard work hours, however, we are dedicated to each of the projects we are engaged in and project managers are available to respond to urgent needs, as well as assign staff to special events outside of business hours as needed.



Susanne Bankhead Vice President, Community Engagement



Sonia Hanson Senior Marketing & Communications Director



Mary Elise Conzelmann Senior Communications Specialist



Communications Specialist





Armando Nava Senior Multimedia Designer



Chad McLain Multimedia Designer



Revekka Balancier Vice President. Creative Strategy



Julia Woods Marketing & Communications Manager



Box 86 Media Video Production Partner



56th Period Productions Video Production Partner



Photography Partner

MARION COUNTY PUBLIC WORKS **Project Team Roles**

Account Oversight Susanne Bankhead (5% availability)

Marketing Consulting Revekka Balancier (5% availability)

Project Manager Sonja Hanson (20% availability)

Design Lead Armando Nava (10% availability)

Design Support Chad McLain (10% availability)

Project Implementation Julia Woods (15% availability)

Project Support Mary Elise Conzelmann (20% availability)

Project Support Ari Avila-Arango (20% availability

Video Production Partners Box 86 Media 56th Period Productions

Photography Partner Afshar Media

Work plan



If selected to work with Marion County Public Works, we would approach the preparation of your comprehensive communications plan through the following phased process.

PHASE I: RESEARCH AND INSIGHTS

Initial meeting with project manager

This meeting will define our project purpose and objective and will be facilitated by JPW Communications using a proprietary communications brief worksheet to ensure all high-level points and key information is captured.

Material and communications audit

The JPW team will conduct a thorough review of previous and current communication materials gathered from your staff and other sources. Research, messaging and other existing communication materials will be audited to develop a clear understanding of the organization's baseline narrative, public awareness and perceptions.

Facilitated discussion with key stakeholders

A facilitated internal discussion with key stakeholders will be conducted to understand the current state of the organization's communications from a broad array of perspectives. In this session, JPW will identify goals and develop consensus regarding what success will look like when outreach work is completed.

PHASE II: STRATEGY

Development of communications and outreach strategy

In this phase, JPW will develop an outreach strategy framework to guide all work. The high-level plan will include:

- · Summary of insights and data
- Identification of audiences
- · Key messages and master narrative
- Defined operational and campaign objectives
- Top-level strategies

Finalization of Plan and Supporting Tactics

Once all stakeholders have signed off on the framework, we will build out your comprehensive plan by considering all available outreach opportunities and selecting methods to best reach your audience, deliver your message and fit your timeline and budget.

PHASE III: PROGRAM OF WORK

Tools and Tactics to Consider

For each plan, we use the PESO model to consider all possible outreach channels. PESO stands for \underline{P} aid, \underline{E} arned, \underline{S} hared and \underline{O} wned media, and this approach leaves no stone unturned for accomplishing your communication and outreach goals. Possible PESO opportunities are summarized next for reference.



Work plan



(P) Paid Media Strategy

- <u>Broadcast and Streaming Video</u> tactics include: network and cable spot placement; streaming spot placement; connected TV
 (large screen, online network based placement); programmatic TV (all screen, behavioral filter based placement); pre-roll
 (all screen, network based, content aligned placement); geo-targeted (small screen, app based, behavioral and location
 based placement)
- <u>Digital and Online</u> tactics include: website banners/display ads; weather triggered in-app ads; geo-location targeted/ keyword filtered in-app display ads; native content/sponsored articles; search engine marketing (SEM) keyword based filters; Pay-Per-Click (PPC) display ads; social media PPC and content boosting
- · Print Advertising tactics include: display ads; advertorials, newspaper and magazine inserts or pull-out sections; rack cards
- <u>Out-of-Home Advertising</u> tactics include: transit shelters; transit wraps; billboards (posters/bulletins); specialty displays
- <u>Direct Marketing</u> tactics include: dedicated eblasts; display within e-newsletters; direct mail pieces

(E) Earned Media Strategy

Media Relations tactics include: media release(s); press conference(s); publicity pitch(es); subject matter expert (SME)
interviews; in-studio appearances; radio call-in shows; media advisories for photo opps, tours and b-roll opps; editorials

(S) Social Media Strategy

- <u>Social Media Strategy</u> tactics include: platform specific strategies for Facebook, Twitter, Instagram, LinkedIn, YouTube, SnapChat, and other platforms; objective articulation; metric definition; hashtag research; partner handle research; content calendar; event calendar; and platform specific opportunities such as Facebook polls and Twitter chats
- <u>Social Media Content</u> tactics include: pre-written platform aligned post copy; campaign aligned graphics; photo and video assets; curated content; shared content from partner network; branded content

(O) Owned Media Strategy

- <u>Stakeholder List Building</u> tactics include: master database development; email sign-up list; briefings for key stakeholders; reporting with touchpoint metrics
- <u>Digital Media</u> tactics include: website landing page on organization's site; project microsite; online engagement platform; user friendly URL; online surveys; text updates eblasts; project phone line with recorded information; project email inbox
- <u>Event Hosting</u> tactics include: public meeting; pop-up events; groundbreaking ceremonies; ribbon cuttings
- <u>Community Engagement</u> tactics include: speaking engagements/speakers bureau; neighborhood doorhangers; site signage; public displays/replicas; exhibit
- Content Placement tactics include: feature stories; listicles; slideshows; blogs; video stories; online presentations
- <u>Coalition Building</u> tactics include: stakeholder meetings; target group presentations; local business outreach
- Civic Relations tactics include: elected official meetings; City Council presentations and updates; key staff briefings



Work plan



PHASE IV: IMPLEMENTATION

Development of Materials

Based on the finalized communications and outreach plan, our team of experts will move into creative production mode to begin developing the outreach materials needed to support plan implementation. This will provide a toolkit with all necessary materials needed to execute the plan. Examples of deliverables include:

- <u>Content Development & Copywriting</u> including creative concept/campaign design; photography such as site photos, progress photos, aerials, scenic shots and renderings; videography such as informational videos, promotional spots, interview segments and timelapse videos; questionnaire development for surveys; articles; press release drafting; media pitches
- <u>Digital Design Assets</u> including banner ads, social media and websites graphics; interactive PDFs; microsites
- <u>Outreach Collateral</u> including brochures; presentation templates; postcards; door hangers; flyers; posters
- <u>Briefing Materials</u> including project area maps; one-sheets; fact sheets; FAQs; leave-behind kits with folders, stationery and business cards
- <u>Display Materials</u> including exhibits; posters; display boards; signage

Please note that we are unable to predict which elements will be needed until we complete the research and strategy portions of this plan. The client's budget will also be considered when selecting the PESO elements.

Plan Implementation

Once a fully executable plan and implementation toolkit have been completed, Marion County can decide whether they would like to carry out implementation in-house with existing staff; fully outsource the implementation to JPW Communications; or implement the plan through a combination of those two options. A long-term implementation budget can be established once this decision has been made.

Ongoing implementation support includes blog writing, social media posting, website maintenance, media placement trafficking and monitoring, administration of digital and social media pay-per-click advertising and other PESO tactics as needed.

PHASE V: EVALUATION

At the conclusion of our work together, JPW will provide a detailed evaluation report that outlines all outputs and outcomes of the outreach work completed. This report will clearly show the campaign's effectiveness in terms of meeting goals and objectives of the plan. In addition to the report, a companion PowerPoint will be provided for use at a City Council meeting. JPW leadership will be available to present findings to both internal and elected bodies, if desired.

For ongoing implementation, we offer a monthly dashboard of google analytics, campaign traffic, social media and email marketing performance along with insights and recommendations for ongoing optimization.

Proposed Schedule of Services

Draft timeline

PHASE I | RESEARCH & INSIGHTS

- Week 1-2: Project management and scheduling
- Week 1-2: Conduct a SWOT analysis
- Week 2-4: Conduct an audit of all current and previous marketing efforts and materials
- Week 3-6: Perform complete market and competitive landscape analysis
- Week 3-8: Gather stakeholder perceptions and input

PHASE II | STRATEGIC PLANNING

- Week 8-10: Develop a strategic outreach framework
- Week 10-12: Develop program narrative and key messages
- Week 12-14: Provide recommendations and timeline for marketing and media flowchart
- Week 12-16: Develop creative concepts and finalize visual identity

PHASE III | PROGRAM OF WORK

- Week 16-18: Develop Paid, Earned, Shared, and Owned media deliverables
- Week 18-24: Create all media deliverables and content for marketing and media plan

PHASE IV | IMPLEMENTATION

- Week 26+: Launch complete marketing and media plan
- Ongoing: Administration of all marketing and media execution

PHASE V | EVALUATION

• Ongoing: Analysis and optimization of all outreach efforts, monthly dashboard with insights and recommendations to improve performance



Schedule

Attachment 4: Cost Proposal Submission Form

Attach proposed hourly rate sheet here

See next page for standard hourly rate sheet.

PW995-21 RFP for Public Relations Services

Page 16 of 29



Fee proposal

Hourly rate sheet

Below is the standard JPW Communications hourly rate sheet to give you the option of using staff for ongoing support. We regularly work with our clients on per-project fees, time and materials as-needed, or a combination, depending on your needs. We are happy to work with you to find the right solution.

Description	Hourly Rate
President/Principal-in-Charge Jenny Windle	\$200 / hour
Vice President, Creative Strategy/Community Engagement Revekka Balancier/Susanne Bankhead	\$175 / hour
Senior Marketing & Communications Director Sonja Hanson	\$165/hour
Marketing & Communications Director/Creative Director Angela Casias/Jess Cruz-Abalos/Annie Pierce/Shannon Singler/Leslie Spring	\$160/hour
Senior Communications Manager Vacant	\$150 / hour
Senior Multimedia Designer Armando Nava	\$135 / hour
Communications Manager Michael Colon	\$125 / hour
Multimedia Designer Chad McLain	\$115/hour
Senior Marketing/ Communications Specialist Mary Elise Conzelmann/Robert Escobedo/Nico Gonzalez/Julia Woods	\$95/hour
Communications Specialist Ari Avila-Arango	\$75/hour

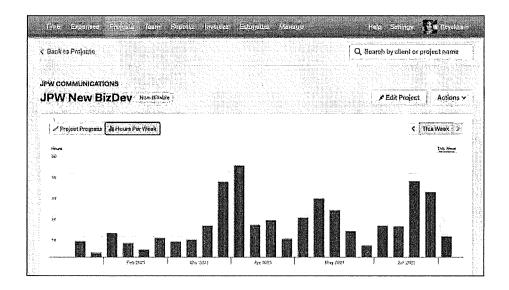
Client agrees to reimburse JPW Communications monthly for extraordinary out-of-pocket costs and expenses incurred in performing the functions described above, including, but not limited to: large-volume (more than 100 at a time) photocopying, printing, postage, clipping service, overnight mail delivery and courier services, which shall be billed at net. Travel costs outside of Los Angeles, Riverside, Orange or San Diego County will be billed at net. A customary 20 percent markup will be added to all advertising buys, printing, stock photography purchases and other cost of goods sold that are procured on behalf of the Client by JPW Communications.

Cost control

Experienced project management

TIME & BUDGET TRACKING

At JPW, we take our project management roles seriously. We know we can only stay within budget if we are carefully tracking time against a pre-defined budget. We use an online time-tracking system for all employees that allows us to see where we are on the budget in real-time, at any time. Our invoices are processed directly from this system to ensure there is a seamless transition from time-tracked to budget management to detailed invoicing.



DEDICATED PROJECT MANAGER

Sonja Hanson will be the designated Project Manager for Marion County Public Works. In this role she will manage the account, the team and the schedule in order to deliver products on time and on budget. To achieve this, she will assign programs of work to the appropriate level of staff on the team and will manage resources using JPW's online system, Harvest, which tracks financial and project components by time and cost.

Attachment 3: Reference Form

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: La Sierra Pipeline Construction Outreach, Rate Increase Outreach
Project Location: 14205 Meridian Parkway, Riverside, CA 92518
Project Date: Services provided from 4/2016 - present: contract through 2022
Firm Name for Contact Person #1: Western Municipal Water District
Name of Contact Person #1: Sarah MacDonald, Communications Director
Telephone Number for Contact Person #1: 951.571.7100
Email Address for Contact Person #1: smacdonald@wmwd.com

Project Reference #2

Name of Project: San Marcos Greek Construction Project Outreach

Project Location: 1 Civic Center Drive, San Marcos, CA 92069

Project Date: Services provided from 1/2016 - present; contract through 2023

Firm Name for Contact Person #1: City of San Marcos

Name of Contact Person #1: Tess Sangster, Director of Communications & Econ Dev

Telephone Number for Contact Person #1: 760.744.1050, x3174

Email Address for Contact Person #1: tsangster@san-marcos.net

Project Reference #3

Name of Project: El Portal Undercrossing and Leucadia Streetscape projects

Project Location: 505 South Vulcan Avenue, Encinitas, CA 92024

Project Date: Services provided from 4/2015 - present; contract through 2023

Firm Name for Contact Person #1: City of Encinitas

Name of Contact Person #1: Lillian Doherty, Infrastructure & Sustainability Dept Director

Telephone Number for Contact Person #1: 760.633.2614

Email Address for Contact Person #1: Idoherty@encinitasca.gov

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several proposers are close in the final evaluation, references may be used to select the best evaluated proposer.

PW995-21 RFP for Public Relations Services

Page 15 of 29



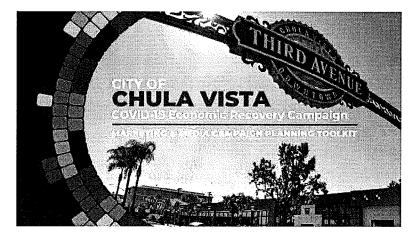
Proposed Innovations

Keeping current in an ever-changing world

At JPW, we pride ourselves on serving the public sector with the same level of boundary breaking creativity that the private sector enjoys. We are committed to providing staff with the professional development time and investment they need to stay current on skills and in turn, provide our clients with next level service in the industry. We'd like to share a few of the innovations we use to make marketing and outreach as effective as possible.

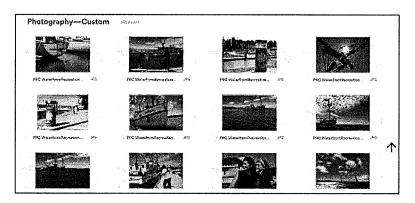
MARKETING TOOLKITS

Our marketing toolkits provide our clients with access to all of the assets that are part of their campaign in a beautifully packaged online presentation that links to each asset, whether it is a completed ad, template, document, copy or other campaign materials. The toolkit makes it easy for any new staff members, community partners, or other stakeholders to easily understand all campaign elements, and more importantly, share out content to extend the reach of the campaign. See example linked below:



DIGITAL ASSET MANAGEMENT

Our Brand Folder allows us to store, organize, tag, and share digital assets with our clients and partners in an easy to use interface. When we host custom photo shoots, produce videos or create ads or templates, we make it easy for partners to access these assets at any time with a cloud-based solution where they can be viewed for easy identification or searched with comprehensive metadata and tags. Share links work with our toolkits to make it easy for partners to link to the assets they need. See example linked below:

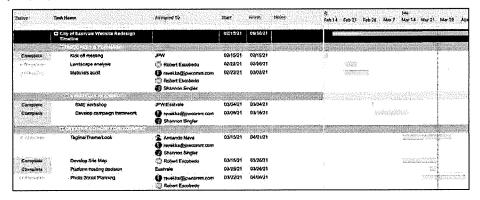


Proposed Innovations

Keeping current in an ever-changing world

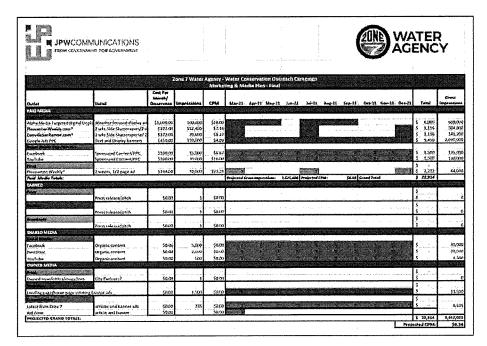
ONLINE PROJECT DASHBOARDS

JPW uses an online project management system that allows us to create project dashboards for clients to access online. These dashboards will provide the client with the agreed upon project timeline in gantt chart format, as well as updates on project status and the ability to interact with staff within the dashboard to make comments, request updates, add pertinent attachments and stay up to dat and project progress. See example below:



INTERACTIVE MEDIA FLOWCHARTS

At JPW, we take outreach seriously. We know that we can only reach our goals if we are defining them in advance, then measuring them consistently. We created an interactive media flowchart to allow our clients to have complete transparency in the media planning and buying process. They can see exactly where we expect impressions to come from, how much they will cost, and even adjust as they would like to see how we could achieve different results. See example below:



Attachment 1. Proposal Form

OFFEROR NAME: JPW COI	mmunications, LLC		
ADDRESS: 2710 Loker Av	enue W., Suite 300), Carlsbad, CA 92010	
TELEPHONE NUMBER: 760	-683-8395 Fy	AX NUMBER: <u>N/A</u>	web-site:jpwcomm.com
TAXPAYER ID NUMBER: 82	<u>2-4843813</u> D	ATE/STATE OF INCORPORA	TION: 02/26/2018
BUSINESS DESIGNATION:	☐ Corporation☐ S. Corporation☐ Other Limited L	☐ Sole Proprietor☐ Non-Profit iability Corporation	☐ Partnership☐ Government
		والمستعدد المرسور والمتعادر	a a a a a a a a a a a a a a a a a a a

CERTIFICATION/LICENSE NUMBER: LA Metro #8138 and CA DGS #2025339

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

- 1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
- Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
- 3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
- The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
- 5. The Proposer, acting through its authorized representative; has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
- The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
- 7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
- 8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award:
- The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to
 make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued,
 and to execute this proposal document on behalf of Proposer.
- 11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate, Failure to provide information required by the RFP may ultimately result in rejection of the proposal,

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals;

- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
- 2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

PW995-21 RFP for Public Relations Services

Page 12 of 29



- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
- 4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract:
- 5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- 6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

 ${\bf SIGNATURE.OF\ PROPOSER'S\ DULY\ AUTHORIZED\ REPRESENTATIVE\ FOR\ ALL\ SECTIONS:$

Authorized Signature: ///	
Authorized Signature: Authorized Signature: Dennifer L. Windle	
ritle: Founder/President	
Contact Person (Type or Print): Jennifer L. Windle	
Celephone Number: () (760) 683-8395, X 700	
fax Number: ()	

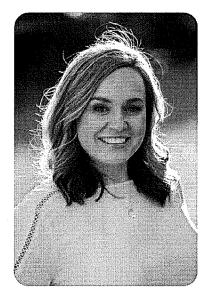
The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

PW995-21 RFP for Public Relations Services

Page 13 of 29



Jenny Windle



Expertise

- Branding and corporate Identity
- Communications
- · Community engagement
- Construction outreach
- Council/commission Relations
- Design and development outreach
- Facilitation
- Marketing and advertising campaigns
- Media relations
- · Program management
- Public speaking
- Stakeholder development
- · Social media management
- · Strategic planning
- Video production
- Website development

Founder/president

Jenny Windle, MPA, is one of California's most experienced and well-respected government communication professionals and brings more than 20 years of award-winning experience to her firm, JPW Communications.

Prior to starting the firm, Jenny served as the director of marketing and communications for the Port of San Diego where she directed a 16-person team with a more than \$4 million annual budget. She oversaw marketing efforts related to advancing the port's maritime and cruise business lines and directed media and community relations efforts to inform, educate and engage the port's diverse stakeholder base.

Jenny created award-winning communication programs for the City of Vista and the City of San Marcos before assuming her role at the port. Her communications career began at the City of Palmdale where she spent nearly 10 years crafting community relations and branding strategies in the city's communications department.

Related experience

- Cardiff School construction community outreach plan, Cardiff School District
- · Civic San Diego strategic communication plan
- Design-Build Department strategic communication plan, UC San Diego
- La Sierra Pipeline construction outreach, Western Municipal Water District
- Lancaster Community Television (LTV) marketing and communication plan
- Sterling Pump Station community outreach, Western Municipal Water District
- · Strategic communication plan, City of Encinitas
- The San Marcos Promise scholarship marketing and communication plan

Education

- · Cal State University, Northridge
 - Masters in Public Administration
- · Western Washington University
 - Bachelors of Arts in Communications
- California State University, Fresno
 - Economic Development Certificate

If local government had a hall of fame, she'd be in it.

