



Request for Proposal (RFP)

No. 2223-0186

Southwestern Community College District

Marketing and Advertisement Services

Proposal Due Date

February 24, 2023 at 10:00 AM

All proposals are due in electronic form, no hard copies will be accepted

Please submit your proposal to:

purchasing@swccd.edu

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* No form included - Proposer may use any form if Exceptions apply.

Notice to Proposers

Request for Proposal (RFP) No. 2223-0186

Southwestern Community College District Marketing and Advertising Services

Notice is hereby given by the Southwestern Community College District (SCCD) of San Diego County, California, hereinafter referred to as the District, acting by and through its Governing Board, will receive up to, but not later than **10:00 AM on Friday, February 24, 2023**, responses to this Request for Proposal (RFP) for Marketing and Advertising Services for the Southwestern Community College District.

Responses shall be received in the Office of Procurement, Central Services & Risk Management via electronic submission to: purchasing@swccd.edu on the date and time stated above.

All responses to this RFP shall conform and be responsive to the RFP document, including its attachments and addenda.

SCCD reserves the right to award one or more contracts for Marketing and Advertising Services contemplated by this RFP. Award of a contract shall not commit SCCD to authorize the performance of any services as further described in the RFP.

With this RFP SCCD anticipates awarding one or more contracts for Marketing and Advertising Services, immediately following award of contract(s).

As described further in the RFP and form agreement for services, prospective proposers shall also be required to comply with all applicable requirements of the SCCD policy and procedures as well as any State of California Public Entity rules and regulations as they relate to Marketing and Advertising Services for California Community College Districts.

All interested Firms may request a copy of this RFP by e-mailing purchasing@swccd.edu or by visiting the District's web-site at www.swccd.edu/procurement. Any requests for information may be directed to Linda Hernandez, Director of Procurement, Central Services & Risk Management by e-mailing purchasing@swccd.edu no later than **10:00AM on Thursday, February 16, 2023**.

Mark Sanchez, Ed.D., Secretary of the Governing Board
Southwestern Community College District of San Diego, California

**Request for Proposal (RFP) No. 2223-0186 for Marketing and Advertising Services
SCHEDULE**

Date of Issue	February 6, 2023
Document Available	February 6, 2023
Request for Information (RFI)	February 13, 2023 10:00AM
District Responds to RFI	February 16, 2023 By end of business day
RFP Due Date	February 24, 2023 10:00AM
Interviews/Presentations Mandatory presence required if scheduled	March 9, 2023 Between 8:00AM to 5:00PM
Contract and Scope of Work/Services Discussion	March 10, 2023 10:00AM
Anticipated Governing Board Approval	April 10, 2023

1. DISTRICT OVERVIEW

The Southwestern Community College District, located South of San Diego and extending to the U.S. – Mexico border, is one of seventy-two community college districts in the California Community College system. It serves as the primary source of higher education for approximately 400,000 residents of the South San Diego County area including the communities of Bonita, Chula Vista, Imperial Beach, National City, Nestor, Otay Mesa, Palm City, San Ysidro, Sunnyside, and Coronado.

The college began offering classes to 1,675 students in 1961, with temporary quarters at Chula Vista High School. Groundbreaking for the present 156-acre campus was in 1963. By September of 1964, initial construction was complete and classes were held for the first time on the present Otay Lakes Road site in Chula Vista. In addition to its main campus in Chula Vista, Southwestern College has established four (4) center sites, the Southwestern College Education Center at San Ysidro (1988), the Higher Education Center in National City (1998), the Higher Education Center in Otay Mesa (2007), and Crown Cove Aquatic Center (2001). The college also provides off-campus classes at several extension centers throughout the district. Current enrollment is nearly 23,000 students and more than 600,000 students have attended Southwestern College since it opened its doors over sixty (60) years ago. The District employs approximately 1300 employees (full and part time).

In year 2000, the District successfully passed Proposition AA in the amount of \$89 million, of which, all funds have been utilized. Shortly thereafter, the District successfully passed its \$389 million Proposition R in November 2008 and was followed with the successful passing of its \$400 million Proposition Z in November, 2016, ensuring continuity in the execution of the District's 2012 Facilities Master Plan.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFP

SCCD is seeking to retain one or more qualified firms to provide Marketing and Advertising Media Services as further described in Proposal Form D of this RFP which will assist the SCCD in creating a predictable long-term plan and increasing fiscal stability.

All future services which may require augmentation of the original Scope of Work, will be processed as an addendum prior to services being provided, also, additional approved work may be assigned to any firm awarded in the event that more than one firm was awarded.

The entirety of this Request for Proposals (RFP) document sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

The designation of "**District**" or "**SCCD**" shall be used interchangeably within this document and refers to the Southwestern Community College District, a political subdivision of the State of California.

The term "**Proposer**" refers to Firms that choose to submit proposals for Marketing and Advertising Services.

The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.

Throughout this document, the terms "**District**" and "**SCCD**" shall be used to designate the rights and responsibilities of the Southwestern Community College District

The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFP.

PROPOSAL QUESTIONS

All questions regarding this RFP should be sent, via e-mail to Linda Hernandez, Director of Procurement, Central Services & Risk Management at purchasing@swccd.edu

Questions will only be accepted until February 13, 2023 and no later than 10:00 AM. The e-mail subject line should read: "Your company name/Questions regarding RFP No. 2223-0186. No direct responses will be sent to the company/firm asking the question. Questions we feel need to be responded, will be answered in the form of an **addendum** and sent to all potential respondents on February 16, 2023. All addendums to this RFP will be posted on the District's web site and will be emailed to all potential proposers which are on record of having pulled the RFP document.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received via email submission.

Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 10:00 AM on February 24, 2023.

Submit Proposal to: purchasing@swccd.edu

The Proposal must be emailed to the address above as an attachment in Word, PDF, or Excel format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read **“name of your company/submittal for RFP No. 2223-0186 with “Email 1 of XX” - if more than one email is being sent.**

Proposer: Emphasis should be on completeness and clarity of contents of your proposal. Proposals should be in 12-point type font and include all required Proposal Forms (A, C, D, E, F, G & H as well all Appendices A through M as provided.)

Proposals submitted in response to this RFP shall be in the following order and shall include:

- A. **General Information** - Provide a cover letter per the requirements of PROPOSAL FORM A.
- B. **Mandatory Responses** - Provide answers to the questions in both Sections 1 and 2 of PROPOSAL FORM B. Limit responses to no more than one page per question.
- C. **Personnel Experience** – For each individual being proposed, provide the name(s), title(s), qualification(s), license information, availability and location of key staff members and supervisory personnel expected to work on this project, using the format outlined on PROPOSAL FORM C. Please include an organizational chart for the proposed staff and indicate who will be the District’s contact person for this Project.
- D. **Specification and Scope** – PROPOSAL FORM D
- E. **Fee and Rate Proposal** – PROPOSAL FORM E.
- F. **General Terms and Conditions** – PROPOSAL FORM F.
- G. **References** – Provide six (6) (three (3) current and three (3) previous) references using the format outlined in PROPOSAL FORM G.
- H. **Addenda Acknowledgement** – PROPOSAL FORM H
- I. **Appendices**

- a. Non collusion Declaration – Must be notarized
- b. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
- c. Contractor's Certificate Regarding Worker's Compensation (requires Corporate Seal)
- d. Listing of Licenses and Certifications
- e. Sample Agreement/Contract (For reference)
- f. RFP – Exceptions
- g. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP.

All proposals must be received on or before the previously mentioned due date and time of **10:00 AM on February 24, 2023**. Any proposal received after the scheduled closing time for receipt of proposal will be considered late and may not be considered for review and/or may prompt a rejection of the submitted Proposal. All proposals must be electronically delivered to: purchasing@swccd.edu

RIGHT TO REJECT

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informality and to reject any or all proposals and/or to cancel the Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualifications, experience, and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFP due date and time has passed.

PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be properly labelled with a water mark reading "Proprietary" or "Protected". The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due to the provisions of the California Public Records Act. The District shall have the right to use any or all information

included in the proposals submitted unless the information is expressly restricted by the Proposer and may be permissibly withheld under applicable law.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing@swccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP 2223-0186. No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of ninety (90) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFP. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFP is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

INTERVIEWS/PRESENTATION

For this RFP, shortlisted proposers may be required to make oral and visual presentations at the request of the District and based on the availability of the review committee. The District will schedule the date, time and location for any presentations as requested. Oral presentations will be evaluated and will be subjected to the selection criteria. The estimated oral and visual presentation schedule is included in this RFP Schedule, however, the District reserves the right to change the date and time at the convenience of the District review committee members.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the SCCD to commence the resulting contract as soon as possible after evaluation of the proposals. Performance period for this contract is anticipated to be from **July 1, 2023 to June 30, 2026**, with the option of an additional two (2) one year extensions. Term shall not exceed five (5) years total. After award, contract is subject to cancelation with 30-days written notice by either party at any point during the term of the contract.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

SCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SCCD. All Addenda issued to this RFP will be posted to the District web site at www.swccd.edu/procurement. Addenda will also be e-mailed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal submittal. (Proposal Form H)**

NEGOTIATION

District reserves the right to negotiate the final pricing, terms and conditions of the Contract and Proposal before award of business.

AWARD OF CONTRACT

It is anticipated that the contract will be awarded by the Board of Trustees at a regularly scheduled meeting on April 10, 2023. The award will be made to the responsible firm judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SCCD and the Proposer.
- B. This RFP as originally released, with Appendices and any addenda released prior to proposal opening
- C. The Proposer's proposal in total, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFP;

All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. However, the Parties understand and agree that in the event of a conflict between the RFP and Proposal, the RFP shall control, unless the Proposal provides the SCCD with greater benefits or more expansive services in which case the Proposal shall control. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. The RFP is intended to set forth the minimum performance specifications for the services requested. The Proposer expressly acknowledges and agrees that the specific betterments or improvements provided as part of its proposal shall be material and part of the basis of award(s). Accordingly, the Proposers shall be responsible for providing such betterments as part of the final Agreement and scope of work.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the SCCD who is authorized in such capacity and on behalf of SCCD to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the SCCD shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the SCCD in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by SCCD that such services and/or materials do not meet requirements of the SCCD, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any person not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the SCCD deem anyone employed under any contract which may arise as a result of this RFP to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the SCCD, be assigned to work under this contract.

FEES

The District agrees to pay and the Proposer agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee consistent with fee/cost proposal included herein. As described herein, the Proposer shall not be assigned any scope of work or entitled to any compensation unless and until a Task Order (amendment) for specific work is issued. All Task Orders shall confirm the applicable scope of work and the corresponding not to exceed price for such work. All Task Order pricing shall be acceptable to the District and shall be consistent with prices specified in the cost proposal and shall be firm for the duration of the contract and shall include all of the Proposer's costs, taxes, duties, license fees, expenses, overhead, required bonds, and profit.

It is understood and agreed that all such Task Order fees shall represent a maximum fee and is subject to corresponding reduction in the event that the actual cost of performing the services proves to be less than is now estimated at the time of entering into the contract and issuing a Task Order.

TERMINATION

The District hereby reserves the right to terminate this Agreement, with or without cause, at any time. In the event of such termination, the Proposer shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and the Proposer hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under any contract derived as a result of this RFP, the District will not be obligated to pay remaining unpaid balances beyond those funds for services already received.

DEFAULT

The District shall hold the Proposer responsible for any damage which may be sustained because of the failure or neglect of the Proposer to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence of the delivery requirement of any contract which may arise as a result of this RFP. If the Proposer fails or neglects to furnish or deliver any of the services, materials, or supplies listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of any contract which may arise as a result of this RFP, the District may, upon written notice to the Proposer, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the services, materials, or supplies elsewhere without notice to the Proposer. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by the Proposer's default may be collected by the District from the Proposer and/or from the surety on the performance bond, if any.

FORCE MAJEURE

The parties to any contract which may arise as a result of this RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plant, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

INTERVIEWS/PRESENTATIONS

Responses to this RFP may be so similar in quality that oral interviews may need to be conducted to assist in making the final selection. The decision to hold interviews and the scope or any limitations thereof shall be at the sole discretion of the District. In the event that an interview is prescribed, the District requires that the designated representatives

identified in the proposals as being the attorneys who will be assigned to the District, be present and prepared to respond to District inquiries.

GOVERNMENT AGENCY CLAUSE (PIGGYBACK CLAUSE)

For the term of the agreement and any mutually agreed upon extensions pursuant to this RFP, other K-12 districts and community colleges or districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase items at the price and upon (Community Colleges) of the Public Contract Code.

District waives its right to require such other districts/colleges and/or any participating agencies to draw the warrants in the favor of District as provided in said Code sections.

PROPOSER CONDUCT

During the RFP window (from release of this RFP to final award), proposer is not permitted to contact any SCCD employees or members of the Governing Board unless at the request of SCCD's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ASSIGNMENT OF CONTRACT

The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the District.

CHANGES TO CONTRACT TERMS

If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.

Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment and signed by the District and the Proposer's.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications, expertise of the firm and personnel, demonstrated knowledge and experience with public agencies comparable to the District. Product innovativeness, compatibility and fit with District needs along with estimated fees are other important evaluation considerations in this RFP.

The RFP will be reviewed by a selection committee of District representatives. The evaluation team will recommend award of Agreement(s) to the Governing Board.

Evaluation Matrix	100 MAX
Qualifications, Technical Expertise of the Firm	20
Qualifications, Technical Expertise of Personnel assigned to execute the contract	20
Experience and Client References on Relevant, Similar Work Accomplished for Public Agencies Comparable to District (California public schools)	20
Interview and Presentation	20
Fee/Cost for Services	10
Quality and responsiveness of proposal (adherence to forms, instructions and requirements)	10

Valid License & Certification	Yes	No
LICENSE & CERTIFICATION: Proposers shall have all valid and necessary licenses and/or certifications at the time of submission and through the term of the contract. Deduct 100 Points if Proposer does not have required license and certifications at time of evaluation.		

Firm personnel will be invited to participate in oral interviews; this process would require the mandatory presence of all persons identified to work on this project. Following the interview, District staff may choose to negotiate a contract with one or more selected firms. Negotiations will require the **mandatory** presence of the representative responsible for binding the contract of the proposal submitting firm.

Proposals will be initially evaluated on the written responses to the RFP. Proposers will be allowed to enhance their initial proposals during negotiations.

4. SCOPE OF SERVICES

The scope of services will include Marketing and Advertising Services as well as other related services which may be identified during the presentation/selection process and as detailed in full in Proposal Form D.

Firm will incorporate the results of the 2018 media preferences survey conducted with Southwestern College students, and in consultation with the Chief Public Information & Government Relations Officer and members of the District's marketing team:

- Collaborate with Southwestern College Marketing Department to develop and create advertising across multiple mediums and collateral materials.
- Building on Google ads.
- Buying on Southwestern College's behalf radio, television and movie ads, when appropriate; both English and foreign language.
- Buying, adjusting and monitoring Facebook, Instagram and Twitter advertising and other social advertising, on behalf of Southwestern College.
- Buying print advertising, which includes not only English press, but foreign language, when appropriate.
- Buying online products, such as Pandora or other such over-the-air internet entities.
- Buying outdoor advertising, such as bus ads, bus stop ads, outdoor billboards, kiosks at local malls and other such advertising known as "outdoor advertising," when appropriate.
- Creating radio and television ads, as well as social media campaigns, associated with the above messaging on an as-needed basis. Create print/graphical elements on an as-needed basis.
- Creating and providing targeted analytics from the above-mentioned products on a monthly basis.
- Successful vendor should create a proposal that includes any commission cost percentage for their role in purchasing advertising for the District.
- Budgeting at Southwestern College will be set up as an "open PO" and charges will be made appropriately against the approved annual expenditure for this contract.

5. DISTRICT'S CONTRACTING PROCESS

The successful Proposer will be expected to execute the Agreement, attached hereto as a sample. Award and execution of an Agreement does not authorize the performance of any work pursuant to such an agreement or entitle the Proposer to any compensation unless and until SCCD provides direction to begin the services.

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PROPOSAL FORM A
General Information

1. Cover Letter

Cover letter to District in addition to the Proposer's narrative must include the information noted below in a letter format.

The individual who is authorized to bind the Proposer contractually to an Agreement for Marketing and Advertising Services must sign the cover letter, which must accompany the Proposer's RFP 2223-0186 Marketing and Advertising Services response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Proposer's firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Proposer acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter.
- A statement indicating the signature is authorized to bind the Proposer contractually.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days. Please complete Proposal Form A through I and Appendices A through M as part of your RFP response.

- A statement expressing the Proposer's willingness to perform the services as described in this RFP.
- A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

2. Proposer Corporate Information

- Type of Firm:
Corporation: _____ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____

- Business License Number: _____

- Number of years in business under firm name: _____

- Has the firm changed its name within the past 3 years?
YES NO
If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?
YES NO
If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
YES NO
If yes, please explain. _____

**PROPOSAL FORM B
MANDATORY RESPONSES**

For each of the following questions please limit your response to no more than one page per question. **Responses should be in 12-point type and not exceed fifteen (15) pages in length, excluding sample reports, screen shots and numerical analyses.** Each proposal shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Ensure each question is numbered per the RFP and each question is clearly identified and precedes the response.

1. Qualifications and Experience of Firm

- 1.1. Detail Firm's experience including each team member's experience in providing the services listed in the RFP include Project Name, Client Organization within the last 5 years.
- 1.2. Describe other contracts (at least 6, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- 1.3. Provide references, including name, address and telephone number of a contact person for each project identified and described above. Indicate commencement dates, duration and type of operation (Use Proposal Form G).
- 1.4. Provide a list of all Public School District or Community College District clients in the State of California.

2. Project Manager and Key Technical Personnel

- 2.1. Clearly identify the professional staff person(s) who would be assigned as your Project Manager and key technical personnel and provide resumes. The proposal should indicate the abilities, qualifications, licenses, certifications and experience of these individuals (Use Proposal Form C).

3. Project Approach

- 3.1. What is your approach to managing Marketing and Advertising Services in the following areas:
 - 3.1.1. Identifying goals and objectives for District advertising.
 - 3.1.2. Determining messages and target audiences.
 - 3.1.3. Determine most effective media mix to guarantee highest return on investment.

- 3.2. What is your strategy for managing Marketing and Advertising Services for the District?
- 3.3. For the Scope, specification and tasks outlined in this RFP provide a narrative describing the firm's understanding of the task and indicate the following:
 - 3.3.1. Approach used to complete the task.
 - 3.3.2. Information needed from the District.
 - 3.3.3. Issues to be considered in completion.
 - 3.3.4. The District envisions the core team of the Marketing and Advertising Proposer to include: a Project Manager, a graphic designer and a copywriter. Include, if any, additional team members are required and explain their roles and responsibilities
 - 3.3.5. Please explain briefly what the key roles and responsibilities each of these team members will be undertaking.
 - 3.3.6. Estimated level of effort in hours, broken down by subtasks and each team member's effort.
4. **Why Should SCCD choose you as our Marketing and Advertising Service provider?**
 - 4.1. How do you differentiate your services from your competition?
 - 4.2. How do you see yourself being a good fit for SCCD?
 - 4.3. How would your firm efficiently and effectively deliver on The Marketing and Advertising Services contemplated in this RFP.
5. **Implementation Summary**
 - 5.1. Provide a high-level description of the implementation process including primary steps or phases, approximate timelines, Firm resources and required District resources necessary to launch the scope as defined in this RFP.

PROPOSAL FORM C PERSONNEL EXPERIENCE

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Licenses and Certifications	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Licenses and Certifications	

**PROPOSAL FORM C - CONTINUED
PERSONNEL EXPERIENCE**

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Licenses and Certifications	

NAME	
Title	
Office Location	
Role	
Qualification	
How Long in Current Position?	
How Long in Relevant Practice?	
How Long Licensed in California?	
Number of Community College Transactions Individual Has Participated?	
Brief Profile	
Other Relevant Experience	
Licenses and Certifications	

PROPOSAL FORM D SPECIFICATIONS AND SCOPE OF WORK

- Incorporating the results of the 2018 media preferences survey conducted with Southwestern College students, and in consultation with the Chief Public Information & Government Relations Officer and members of the district's marketing team.
- Collaborate with Southwestern College Marketing Department to develop and create advertising across multiple mediums and collateral materials.
- Building on Google ads.
- Buying on Southwestern College's behalf radio, television and movie ads, when appropriate; both English and foreign language.
- Buying, adjusting and monitoring Facebook, Instagram and Twitter advertising and other social advertising, on behalf of Southwestern College.
- Buying print advertising, which includes not only English press, but foreign language, when appropriate.
- Buying online products, such as Pandora or other such over-the-air internet entities.
- Buying outdoor advertising, such as bus ads, bus stop ads, outdoor billboards, kiosks at local malls and other such advertising known as "outdoor advertising," when appropriate.
- Buy advertising on emerging media, including, but not limited to streaming television.
- Creating radio and television ads, as well as social media campaigns, associated with the above messaging on an as-needed basis. Create print/graphical elements on an as-needed basis.
- Creating and providing targeted analytics from the above-mentioned products on a monthly basis.
- Successful vendor should create a proposal that includes any commission cost percentage for their role in purchasing advertising for the District.
- Budgeting at Southwestern College will be set up as an "open PO" and charges will be made appropriately against the approved annual expenditure for this contract.

**PROPOSAL FORM F
GENERAL TERMS AND CONDITIONS**

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *ninety (90)* calendar days from the opening date.

Right to Reject: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

Proposer Certification: The Proposer certifies that this proposal/bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements within twenty one (21) calendar days of receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFP document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated in detail and submitted as Appendix E: "RFP Exceptions".

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is also an employee of the Southwestern Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

SUBMITTED BY:

Company Name

Mailing Address

City, State, and Zip Code

Telephone Number

FAX Number

By: Signature (Manual)

By: Signature (Typed or Printed)

Title

PROPOSAL FORM G
REFERENCES

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. The District is particularly interested in evaluating references from other public community colleges similar to size and function of Southwestern Community College District. Please list three (3) current and three (3) past references for California educational or public entities that can be contacted for an assessment of current or past client satisfaction using the format outlined below.

CURRENT REFERENCES

Name of Entity: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: _____ Fax No.: _____ Email: _____
Number of Years Using Your Firm's Services: _____
Type of System/Services Provided: _____

CURRENT REFERENCES

Name of Entity: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: _____ Fax No.: _____ Email: _____
Number of Years Using Your Firm's Services: _____
Type of System/Services Provided: _____

**PROPOSAL FORM G - CONTINUED
REFERENCES**

CURRENT REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/Services Provided: _____

PAST REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/ Services Provided: _____

**PROPOSAL FORM G - CONTINUED
REFERENCES**

PAST REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/ Services Provided: _____

PAST REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No.: _____ Email: _____

Number of Years Using Your Firm's Services: _____

Type of System/ Services Provided: _____

PROPOSAL FORM H
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

APPENDIX A
Non-Collusion Declaration

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH PROPOSAL**

State of California)
) ss.

County of _____)

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

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

APPENDIX B
Equal Opportunity Affirmative Action Statement

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section

12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of __, 2023.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

APPENDIX C
Consultant's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

(Corporate Seal)

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX E
Sample Agreement

The District will NOT accept any exceptions to any agreement terms and conditions.



Southwestern Community College District
Independent Contractor Agreement

WHEREAS, it is the desire of the Governing Board of the Southwestern Community College District (hereinafter referred to as “District” or “Client”) to enter into Agreement No. \$formula(\$contract_number) with \$formula(\$company_name) as an Independent Contractor (hereinafter referred to as “Contractor”); and whereas such service will assist the Governing Board in discharging its legal obligation to provide an adequate educational program; and whereas Government Code section 53060 authorizes the Governing Board to enter into contracts to obtain special services and advice in financial, economic, accounting, engineering, legal or administrative matters for the District; and

WHEREAS, Contractor has represented to the Governing Board that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under this Agreement; and

WHEREAS, the Governing Board recognizes that Contractor is acting as an independent contractor in the performance of work under this contract, and that Contractor, to the extent required by law, shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this contract; and

WHEREAS, Contractor understands that, for purposes of this Agreement, Contractor is not an employee of the District and does not qualify for employee benefits, including workers’ compensation benefits; and

WHEREAS, District desires to obtain specialized services and/or advice for \$formula(\$bid_number_and_name_of_project) hereinafter referred to as the “Project or Services”, located within the District;

NOW THEREFORE, the following is agreed:

1. SERVICES AND WORK PRODUCT(S) TO BE RENDERED BY THE INDEPENDENT Contractor.

Contractor agrees to undertake, carry out and complete for the Governing Board, in a satisfactory and competent manner, the following services:

\$services_to_be_provided_andor_scope_of_work

2. COMPENSATION, MAXIMUM COST, AND PAYMENT.

- a) In consideration of the service to be rendered by Contractor as outlined in this Agreement, the Governing Board agrees to pay Contractor a total amount not to exceed \$formula(\$total_cost_if_all_renewals_exercised) for services and product delivery and subsequent receipt of invoice for services rendered and products delivered by Contractor.
- b) Invoice shall be processed within thirty (30) days upon receipt and approval by Southwestern Community College District of an invoice, in triplicate, showing services rendered for the period covered by the invoice.
- c) All invoices submitted must contain the following certification statement: "I certify that payment requested is for appropriate purposes and in accordance with the provisions of the Contract." All invoices must be signed by Contractor's Chief Financial Officer or designee.
- d) Contractor certifies that Contractor has not and will not receive pay for the same services or days of service by any other public agency.
- e) District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Contract.

3. PERIOD OF PERFORMANCE.

This period covered by this Agreement shall begin on \$formula(\$contract_start_date) and shall terminate on \$formula(\$contract_end_date).

4. CONFLICT OF INTEREST.

If the District determines that Contractor is a "Contractor" under Political Reform Act of 1974, Contractor shall comply with all applicable Conflict of Interest laws, including the filing of a Statement of Economic Interest, pursuant to the District's Conflict Code, under a disclosure category or categories as determined by the District's Superintendent/President.

5. INDEPENDENT CONTRACTOR.

Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Contract.

Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors or sub-Contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Contractor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Contractor's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

6. TAXES.

Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

7. MATERIALS.

Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

8. AUDIT AND INSPECTION OF RECORDS.

At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.

9. CONFIDENTIALITY AND USE OF INFORMATION.

- a) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- b) Contractor shall advise the District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
- c) Notwithstanding the above requirements, to the extent any records or documents associated with the Contractor's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

10. EQUAL OPPORTUNITY/NON-DISCRIMINATION.

Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin. Contractor shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

11. HOLD HARMLESS AND INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney fees and other related costs and expenses. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor agrees to waive all rights of subrogation against the District.

- a) THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, PARAGRAPH 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
 - a.
- b) ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR.
 - b.
- c) DISTRICT INDEMNITY OF CONTRACTOR. The District shall indemnify and hold harmless Contractor from claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

12. INSURANCE

Contractor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Contractor and District from claims which may arise out of or result from Contractor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a) The Contractor shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\\$1,000,000).
 - c.
- b) Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
 - d.
 - i. Owned, non-owned and hired vehicles;
 - ii. Blanket contractual;
 - iii. Broad form property damage;
 - iv. Products/completed operations; and
 - v. Personal injury.
- c) Professional liability insurance (errors and omissions), including contractual liability, with limits of ONE MILLION DOLLARS (\\$1,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination. Depending on the nature of Contractor Services contemplated in this Agreement, the District may at its discretion waive this section for Professional liability insurance requirement in its entirety.
- d) Valuable Document Insurance. The Contractor shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the District in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Contractor, and the District shall be named as an additional insured. Depending on the nature of Contractor Services contemplated in this

Agreement, the District may at its discretion waive and or modify this section for Valuable Document Insurance requirement.

- e) Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Contractor shall notify District in the event of material change in, or failure to renew, each policy. In the event Contractor fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.
- f) Policy Endorsements; Evidence of Insurance. Prior to commencing work, Contractor shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required herein. All policies of insurance required herein shall be issued by insurer(s) authorized to issue insurance policies by the State of California and who are A.M. Best rated at least A-/VII. Coverages under each policy of insurance required herein, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- g) In the event that Contractor subcontracts any portion of Contractor's duties, Contractor shall require any such sub-Contractor to purchase and maintain insurance coverage for the types of insurance referenced in this section, Paragraphs a, b, c, and d above in amounts which are appropriate with respect to that sub-Contractor's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

13. TERMINATION.

- a) Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.
 - a.
- b) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared

by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

b.

- c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

14. PREVAILING WAGES.

If applicable and required under California Labor Code section 1720 *et seq.*, AGREEMENT or shall pay, and shall cause all sub-consultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT. Contractor shall defend, indemnify and hold DISTRICT, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

15. REGISTRATION.

If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). Contractor shall maintain registration for the duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

16. INSTALLATION REQUIREMENTS.

As may be further described and set forth in the Scope of services, all installation, integration, and other potentially public works construction activities which may be contemplated by Contractor, shall be performed in accordance with all applicable, laws, rules, and regulations of the District.

17. ORIGINALITY.

Contractor agrees that all material produced by the Contractor and delivered to Southwestern Community College District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any

copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Governing Board from any costs, expenses and damages resulting from any breach of this representation.

18. WORKS FOR HIRE.

Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

19. RIGHTS IN DATA.

Contractor grants to the Governing Board the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS.

The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Contract or accruing out of the performance of such operations.

21. PERMITS/LICENSES.

Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

22. NON-WAIVER.

The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. SEVERABILITY.

If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

24. ASSIGNMENT.

This Contract is not assignable by Contractor either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of the Governing Board.

25. GOVERNING LAWS.

This Contract shall be governed by and construed in accordance with the laws of the State of California.

26. ENTIRE AGREEMENT/MODIFICATION.

All of the Agreement between the Parties is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either Party unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Agreement.

Neither amendments to nor modifications of this Agreement shall be effective unless signed by officials of the Consultant and the District having authority equal to or greater than that of the officials signing this Agreement. The District and the Consultant hereby agree to the full performance of the covenants contained herein.

27. NOTICES.

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

28. BOARD APPROVAL.

In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Contract as of the date thereof.

\$formula(\$company_name)

\$formula(\$name_of_the_authorized_legal_repr
esentative)

\$formula(\$title_of_the_authorized_legal_repre
sentative)

\$formula(\$corporate_address)

Telephone:

\$formula(\$vendor_company_telephone)

Fax: \$formula(\$vendor_company_fax)

Email: \$vendor_contact_email

Signature:

Date:

Are you a District employee?

\$formula(\$is_the_contractor_a_district_employ
ee)

Is a Credential or Special License required for
this contractor?

\$formula(\$is_a_credential_or_special_license_r
equired_for_this_c)

If yes, please specify and attach a copy of
current License.

\$formula(\$contractor_license_number)

Southwestern Community College District

Rosalinda Hernandez

Director of Procurement, Central Services
& Risk Management

900 Otay Lakes Road
Chula Vista, CA 91910-7299

Telephone: 619 482-6301

Fax: 619 482-6413

Signature:

Date:

Originator:

\$formula(\$district_agreement_organator_name)

Account No.: \$formula(\$budget_number)

EXHIBIT "A"
(Compensation-Fee Schedule-Scope of Services)

1. Compensation for Basic Services:

\$services_to_be_provided_(scope_of_services)

**APPENDIX F – RFP EXCEPTION
(IF ANY)**

*** No form is provided – if exceptions apply, please provide the exceptions on your own forms or simply listed in bullet points.**

**APPENDIX G - Submission Checklist
Southwestern Community College District
Marketing and Advertising Services**

Item	Included in RFP Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Specifications and Scope	
Proposal Form E: Fee and Rate Proposal	
Proposal Form F: General Terms and Conditions	
Proposal Form G: References	
Proposal Form H: Addenda Acknowledgement	
<u>Appendices</u>	
Appendix A: Non-Collusion Declaration (Must be Notarized)	
Appendix B: Equal Opportunity Affirmative Action Statement (Requires Corporate Seal)	
Appendix C: Consultant’s Certificate Regarding Workers’ Compensation (Requires Corporate Seal)	
Appendix D: Listing of Licenses & Certifications	
Appendix E: Sample Agreement/Contract (for reference only)	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix F: RFP Exceptions *	No form is provided – if exceptions apply, please provide the exceptions on your own forms.
Appendix G: Submission Checklist	