



Contra Costa Community College District

RFP # 4CD-93

Digital Advertising Services REQUEST FOR PROPOSALS

RFP Release Date: February 25, 2022

Questions Due by: before 12 PM (PST), March 8, 2022

Proposals Due by: before 2 PM (PST), March 24, 2022

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites highly experienced firms to submit proposals to provide digital advertising services.

The District consists of 3 colleges and 2 centers: Diablo Valley College in Pleasant Hill, Contra Costa College in San Pablo, Los Medanos College in Pittsburg, San Ramon Campus and New Brentwood Center. The District serves approximately 50,000 students annually.

INTENT

It is the intent of these specifications, terms and conditions to describe the Contra Costa Community College District's requirement for digital advertising services. The services are to include furnishing design and placement of digital advertising.

These specifications, terms and conditions and the successful Contractor's response will constitute a part of the contract between the District and the successful contractor. Any contract resulting from this Request for Proposal cannot be altered or amended except by an instrument in writing executed by both parties.

PROPOSAL SUBMISSION

A. Proposals to be submitted to:

John Cook, Purchasing Department
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

B. Date/Time: Proposals shall be received **before 2PM (PST), March 24, 2022.**

C. The face of the sealed envelope or box shall be clearly marked "**4CD-93 RFP**"

D. A faxed proposal will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The proposals must be in the possession of the District's Purchasing Department before 2:00 PM (PST) on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

E. Contractors must submit **one (1) original hardcopy and one electronic copy in Word or PDF format via flash drive.** DO NOT send the electronic copy by email. Each proposal received in response to this RFP shall remain the property of the District.

QUESTIONS

Questions are due before 12:00 PM (PST), March 8, 2022. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Proposal (RFP) shall be submitted in writing by email to **John Cook, Purchasing Department, jcook@4cd.edu**.

SCHEDULE The District reserves the right to modify the below schedule of events.

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Committee Review: **March 28-31, 2022**

Notify Shortlisted Firms: **April 4, 2022**

Interview/Presentation (Zoom): **April 11-14, 2022**

RFP Award: **April 20, 2022**

Board Meeting: **May 11, 2022**

Contract Award: **May 12, 2022**

EXHIBITS:

Exhibit A – Certificate of Insurance

ACCEPTANCE PERIOD. Proposals are firm for a period of ninety (90) days.

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of the proposal. Interested parties should frequently check the District's website for such addenda at <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>

Each contractor shall acknowledge receipt of the addendum by signing the addendum/addenda and submitting it with the proposal. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a proposal, his or her name, signature and post

office street address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

CONFIDENTIALITY. If a Contractor believes that portions of the proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous statement of qualification after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

FORMATION OF CONTRACT. The Contractors' signed proposal and Contra Costa Community College District's Request for Proposal shall be incorporated into a contract with or without negotiation. The Standard Agreement (**Exhibit B**) shall become the final contract document.

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposal. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering

into a formal contract.

REJECTION OF PROPOSAL. The District reserves the right to reject any or all proposals or any part of proposal and also to waive informalities, minor irregularities, or other requirements in our Request for Proposal and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its proposal any information requested in this RFP may result in rejection for non-responsiveness.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFP Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TERM/TERMINATION /RENEWAL. The term of the contract will be for one (1) year with an option to renew for four (4) additional years in one (1)-year increments. The contract will be subject to termination by either party upon thirty (30) days advance written notice of intention to terminate. The District may terminate the contract at any time without written notice upon a material breach of contract by the Contractor. By mutual agreement, this contract may be extended for additional terms at agreed prices with terms and conditions

remaining the same.

START DATE. Pending the completion of this RFP process, we anticipate the contractor starting on or after July 5, 2022.

QUANTITIES. Services identified for advertising services are annual estimates based on past requirements and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

PRICING. Prices quoted are to be firm for the first twelve (12) months of the contract. Adjusted prices, if any, quoted for the additional years of the contract shall remain firm for each respective twelve (12) month period. Request for price adjustments must be submitted by the vendor, in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year. Unless otherwise stated, the vendor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the District. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and District only after completion of the initial term.

PENALTIES. The Contractor shall be assessed penalties for non-performance. The Contractor shall be responsible for reimbursing the District for the full cost of any advertisement that is placed by the District but fails to be published or published incorrectly.

FUNDING OUT CLAUSE. The District may, at its sole option, terminate this agreement at the end of any District Fiscal Year, for reason of non-appropriation of funds. In such event, the District will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Contractor in good working order, reasonable wear and tear expected.

SECTION II

SCOPE

Diablo Valley College is seeking a marketing firm to support the planning, execution and optimization of digital advertising campaigns that will support its enrollment objectives:

- Brand level college awareness (general admission campaign)
- Degree and certificate program awareness (career education campaign)

The successful firm will provide targeting and channel strategy, media buys, performance analysis and ongoing campaign optimizations across a variety of online channels, as well as recommendations on creative based on ad performance. The provision of a campaign dashboard, and at minimum, monthly reports, and status calls are required.

While the college has typically run paid search, display and Facebook traffic campaigns, it seeks a partner with their finger on the pulse of consumer behaviors and trends, and that can make recommendations about new strategies and channels for reaching its audiences.

The initial term of contract will be for the fall 2022 enrollment campaign which, including campaign set, active flights (July 2022-October 2022) and final reporting, should run June 2022-November 2022. If successful, there is an **option to renew for four (4) one-year renewals.**

The college's current marketing infrastructure does not include CRM functionality to support lead generation or email automation, though the procurement of a product is in process with implementation expected to be complete by early 2023. As such, campaign goals and metrics should be structured accordingly.

An in-house marketing team will work closely with the firm: serving as key point of contact, managing the contract, providing campaign creative, and participating in ongoing campaign monitoring.

BUDGET

- Brand level college awareness (general admission campaign): \$40,000 including set up, buys and management fees
- Degree and certificate program awareness (career education campaign): \$40,000 including set up, buys and management fees

RESPONSE

The successful agency will provide a narrative that will discuss their background and how it is best suited to help DVC meet its enrollment marketing goals. Please include relevant samples to document the agency's capabilities in addition to responses to the following questions and desired qualifications.

1. What activities will take place during the first 30 days of a contract to ensure smooth onboarding and a successful initial campaign launch?
2. DVC's target audiences are highly diverse (age, ethnicity, socioeconomic backgrounds, etc.). How will your agency approach channel strategy and digital media buys accordingly?
3. Agency's media buyers must demonstrate the ability to negotiate the best rate(s) with a digital media company. Provide three examples of how your agency has accomplished getting the best rate, while passing on increased savings to your customers.

4. We require regular conference calls to discuss the campaign's progress and updates. How will your agency service and staff call to provide the college with updates?

PROPOSAL REQUIREMENTS

- Demonstrated success in executing digital advertising campaigns. Provide a relevant client list, case studies, work samples, dashboard and report samples, and three references.
- Provide information on the experience of the company including credentials that demonstrate expertise with key digital advertising platforms such as Google Partnership, Facebook Certification, etc., and bios for the project team that will support DVC directly including strategists, buyers, analysts, and account/project managers.
- Bonus – Demonstrate knowledge of the higher education sector and the California community college system.
- Itemized costs including agency's rate sheet, commission structure, fee structure, sliding scales, and provide a list of any ancillary charges that your agency may charge for its services.
- Additional information as desired.

SELECTION PROCESS

To inform vendor selection, qualified candidates will be invited to present their approach to this project to a selection committee.

BACKGROUND

The Contra Costa Community College District (CCCCD) is the eighth largest Community College District in California.

There are three colleges: Diablo Valley College in Pleasant Hill, which has a center in San Ramon, Los Medanos College in Pittsburg, which has a new center in Brentwood and Contra Costa College in San Pablo. Our District was established on December 14, 1948, and is headquartered in Martinez, CA.

The Contra Costa Community College District offers students affordable access to quality higher education and provides students with many program options including A.A. degree, transfer credit to four-year colleges, vocational training and personal improvement opportunities.

Contra Costa College (CCC) has provided exemplary educational services to hundreds of thousands of residents from the greater West County area. The college has superior faculty and staff members and a learning environment that maximizes the potential of students. Technology is available throughout the institution and connects students to the world to ensure a relevant exchange of ideas. The college is proud of its diverse student body and commitment to individual student success. Excellent programs such as the Center for Science Excellence, The Advocate newspaper, the green Automotive Services program, the Nursing program, and the Culinary Arts program are known throughout the state and the nation. A model of excellence, CCC prides itself on being one of the finest community colleges in the country.

Diablo Valley College (DVC) has distinguished itself as one of the nation's most successful community colleges by offering incomparable transfer opportunities and exceptional career-technical programs and degrees to a diverse student body, while responding to an evolving need for robust adult basic skills and ESL programs. At both the Pleasant Hill and San Ramon locations, local and international students engage with high-quality instruction and support services designed for student learning and success. Faculty from DVC's various career-technical programs are in continuous dialog with our surrounding community to keep

pace with emerging technologies and new skill requirements our students need to be successful in any job market. The college's unparalleled transfer programs prepare our students in large numbers to be successful in four-year colleges and universities all over the state and the country. DVC continuously ranks among the top transfer pathways to UC Berkeley.

Los Medanos College (LMC) provides excellent transfer and innovative career-technical opportunities in East Contra Costa County. A focus on student learning and success helps students build their abilities and competencies as lifelong learners, and provides critical educational preparation to help them to succeed in their career endeavors. Special opportunities include the only honors program certified as part of the UCLA Transfer Alliance, and learning communities supported by faculty and staff. With programs like Engineering, Nursing, Communication Studies, Child Development, Instrumentation Technology, Mathematics, and Process Technology, students receive the resources they need to excel in today's competitive workforce and at four-year colleges. LMC's main campus is located in Pittsburg, with a center in Brentwood.

District Office The headquarters of the Contra Costa Community College District is located at 500 Court Street in the George R. Gordon Education Center in downtown Martinez. Here, the District maintains its principal administrative offices, providing a variety of services to the individual colleges and centers. The key District Office Departments are: Finance, Purchasing, Police, Human Resources, Communications and Communication Relations, Educational Services and the Chancellor's Office. This is also the location of the college district's Governing Board and where the Board holds its public meetings.

EXHIBIT A

Insurance Requirements

Contra Costa Community College District requires the provision of insurance certification demonstrating the following coverage:

Provide certificates of insurance and original endorsements as follows:

General Liability Insurance with limits of liability of \$2 Million General Aggregate and \$1 Million each occurrence – combined single limit for bodily injury and property damage;

Automobile Liability Insurance on an occurrence basis covering owned, scheduled, hired, and non-owned automobiles used in behalf of the Service Provider with limit of liability for \$1 Million each accident;

Workers Compensation Insurance (if applicable) with liability limits of \$1 Million and other limits as required under California Law;

Errors & Omissions Insurance (if applicable) on an occurrence basis covering work done or to be done by or on behalf of the Service Provider in the amount of \$1 Million;
Any deductible under this policy of insurance required in this agreement shall be the Service Provider's liability.

Additional Insured 2nd Page Endorsement (verbiage): "The District, their officers, employees, representatives, volunteers, and agents shall be covered as additional insured"

If the District is damaged by the failure of Service Provider to provide and maintain the required insurance, the Service Provider shall pay the District for all such damages.