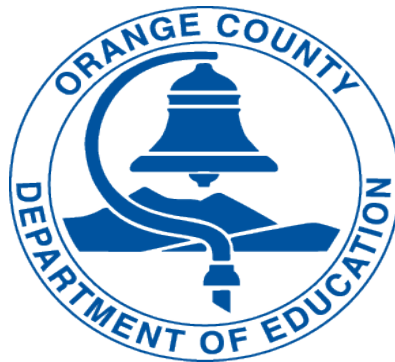


ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

Request for Proposal (RFP)

Number 19-09

**MARKETING SERVICES
CAREER AND COLLEGE PREPARATORY ACADEMY (CCPA)**



PROPOSAL DUE DATE

Friday, March 26, 2021 at 10:00:00 a.m. PST

SUBMIT PROPOSALS TO:

Patricia McCaughey
Administrator, Business Operations
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
200 Kalmus Drive
Costa Mesa, California 92867
Phone: 714.966-4085
Fax: 714.668-7935
Email: pmccaughey@ocde.us

**PUBLIC NOTICE INVITING
REQUEST FOR PROPOSALS NUMBER: 19-09
MARKETING SERVICES
CAREER AND COLLEGE PREPARATORY ACADEMY (CCPA)**

NOTICE IS HEREBY GIVEN that the Orange County Superintendent of Schools, County of Orange, California, (“District”) is seeking proposals from qualified firms for database security services. The full scope of the work for this Project is set forth in this Request for Proposals (“RFP”).

Proposals must be received by mail or in person in a sealed envelope or package no later than **10:00:00 A.M. PST on Friday, March 26, 2021**, at the Orange County Superintendent of Schools, Purchasing Department, 200 Kalmus Drive, Building A, Costa Mesa, California 92626. No facsimiles or emailed proposals will be accepted. It is the firm’s sole responsibility to ensure its proposal is timely delivered and received at the location designated above. Any proposals received after the stated time and date will not be considered.

A complete copy of the District’s RFP documents and specifications are available on the District’s website at <http://ocde.us/Administrative/Pages/Bids-and-RFP%27s.aspx>.

Interested firms responding to this RFP are to include all costs for labor, materials, equipment and all other expenses required to accomplish the services required. All proposals are to be submitted on the forms provided by in the RFP document. The District reserves the right to reject any or all proposals and not necessarily accept the lowest bid price submitted, and to waive any irregularities or informalities not affected by law in any proposal. The right is also reserved by the District to select the firm which in his/her opinion will best serve the needs of the District

Proposals submitted by qualified firms shall be at no cost or obligation to District. No firm may withdraw its’ proposal for a period of ninety (90) calendar days after the date set for the opening of the proposals. Each proposal must conform and be responsive to District’s RFP documents.

Please direct any technical or procedural inquiries or questions regarding the RFP documents and/or Project to the attention of Patricia McCaughey, Administrator, Business Operations via email only at pmccaughey@ocde.us no later than 10:00:00 a.m. PST on March 12, 2021. Any requests made after that date and time will not be addressed. Any clarifications resulting from questions will be posted on the District’s website. General information regarding the District is available via www.ocde.us.

By: Patricia McCaughey
Administrator, Business Operations

Publication: Orange County Register
Date Published: March 1, 2021 and March 8, 2021

INFORMATION FOR PROPOSERS

I. Introduction

The Orange County Superintendent of Schools (District) is located in Southern California and provides educational services for children and young adults throughout Orange County. District is responsible for the interpretation and enforcement of state laws as directed by the Legislature, the State Board of Education, and the California Department of Education. In addition, District partners with families, businesses, and the community to promote student success and well-being in Orange County. With more than 1,200 permanent full and part-time employees and about 1,200 substitutes, District provides cost-effective, centralized services, including Alternative and Correctional Education, Outdoor Science, Career Technical Education Partnership, Special Education, Child Care Services, and Student Programs. The mission of the District is to serve as a connecting agency among Orange County school districts, community college districts, local, state, and federal governmental agencies, and community organizations. The District responds to local school district and community requests for staff development, administrative, business, and educational and support services and partners with families, businesses, and the community to promote student success and well-being in Orange County.

II. Purpose

District is requesting proposals from experienced and qualified firms (Proposers) to provide marketing services for District's College and Career Preparatory Academy (CCPA) Charter School. We are looking for marketing firms to identify the best marketing strategies to integrate marketing into CCPA's enrollment operation efforts, expand awareness, engage prospective students, generate prospective student leads and convert enrollment into the CCPA via marcomm channels (marketing/social public relations). It is the intention of the District to identify a list of qualified firms that can provide full service marketing services to the District. The exact scope of these services will be determined at that point and set forth in an agreement between the District and the selected marketing firm(s). It is the intent of the District to enter into a contract for one-year, with an option to renew for four (4) additional one-year periods.

III. CCPA Vision

The CCPA will inspire students to fulfill their academic, career, and personal goals. CCPA students will prepare to earn their high school diploma or equivalency leading to the achievement of the ultimate goals of developing and empowering students' success through completion of post-secondary certificates and degrees, career, and community connectedness.

IV. CCPA Mission

Immediately reduce the drop-out rate, and assist every student to accelerate transition to postsecondary education and training through the development of an Individualized Education Career Service Plan (IECP). IECP will emphasize a career focused curriculum through individualized

pathways, culminating in achievement of a high school diploma or equivalency and necessary career readiness skills. We envision a safe, supportive learning environment where communication and achievement are fostered and accomplishments are celebrated.

V. CCPA Goals

CCPA goal is to provide students for success by providing a supportive school environment that focuses on increasing academic, workforce, and pro-social skills and behaviors, while providing functional life-skills instruction and career readiness. The CCPA is designed to:

- a. Provide parent/caregivers, and students with expanded choices in the types of educational opportunities that are available within the traditional public school system.
- b. Reach students who have “dropped out” or are not currently enrolled in any school and those identified as “out –of-school youth” or face particular challenges, such as health issues, or the need to work, that make daily attendance difficult.
- c. Educate students who, for a variety of reasons, have fallen behind in their studies and need targeted instruction to fill the gaps in their learning or have the option for credit recovery.
- d. Accelerate student learning and academic performance.
- e. Provide alternative methods to master California state standards.
- f. Create challenging academic standards.
- g. Increase learning opportunities for all students with special emphasis on expanded learning experiences for students who are identified as performing below potential.
- h. Provide opportunities and resources to increase career/workforce readiness skills.

VI. CCPA Student Population

The CCPA will provide educational services that will benefit its target population, students aged 16 and above. CCPA offers an educational choice that reengages students who have dropped out of school and struggle to find jobs or access to adult school/community college options because of life challenges that have become barriers. These students have failed in, dropped or aged out of the traditional high school or county community school options provided by school districts and District programs. Many students have been expelled, unmotivated to return to school or simply lost their way. Many students have taken on the burden of family responsibilities and work hard at minimum wage jobs to take care of basic life needs, such as shelter, food, clothing, leaving little time, if any, to reengage in education pathways that could provide for college to career success. These students cannot attend school a minimum of four hours per day, five days per week. They often lack resources to navigate the adult education arena. For these students a customized independent study strategy coupled with a workforce training and career preparation program is an opportunity to reengage in the education process, through the guidance of caring teachers who are knowledgeable and experienced working with at-risk students.

CCPA offers a flexible path to graduation for young adults looking to re-enroll in an accredited education program. CCPA is a free public charter school offering a highly individualized program

that includes online courses, independent study, small group instruction and necessary career readiness skills.

Students attending the CCPA can earn a high school diploma, recover high school credits, prepare for post-secondary education, attend career technical education courses, attend English as a second language courses, and enroll in workforce development programs. The CCPA program offers flexible class schedules Monday through Saturday at locations in Santa Ana and Anaheim, with future locations planned throughout Orange County.

VII. Request for Proposal (RFP) Schedule

The District anticipates the following timeline for the process of selecting experienced and qualified architectural firms.

RFP Advertisement Dates	March 1, 2021 and March 8, 2021
Deadline for questions	March 12, 2021 10:00:00 a.m. PST
RFP Proposal Due Date	March 26, 2021 10:00:00 a.m. PST
Review of Proposals	March 29, 2021 – April 2, 2021
Interviews (if needed)	April 5, 2021 – April 9, 2021
Award of Contract	April 19, 2021

VIII. Scope of Work

The District anticipates that the successful Contractor will provide marketing services and support to include but not be limited to the following:

- Conduct discovery sessions with key stakeholders
- Marketing and Media Plan
- Update creative campaign/execution to drive marketing tactics
- SharePoint website
- Video
- Social Channel Build/Creation/Content Calendar – Creation of Facebook and Instagram channels
- Media Buys/Placement
- Animated banner ads and 15-30 second videos
- Facebook Ads
- HTML Emails with video components
- Discovery and Integrated communication plan
- Other marketing services as needed

IX. Request for Proposal Due Date

Proposals must be delivered to District, at the Department indicated below, on or before **March 26, 2021 at 10:00:00 a.m. PST**, which proposals shall be enclosed in a sealed envelope bearing the description of the Proposal call, and the name of the Proposer. It is the responsibility of the Proposer to ensure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the Proposer unopened.

The firm's submittal must contain all information as outlined in this RFP, be no larger than 8 ½ x 11, and shall be limited to not more than 30 doublesided pages (i.e. 60 printed faces/sides) in length (excluding covers and tab separators). The firm shall submit five (5) bound copies, one (1) unbound copy, and an electronic .pdf version on a CD or flash drive, of the qualifications clearly marked and addressed as follows.

Please direct all proposals to:

Patricia McCaughey, Administrator
Administrator, Business Operations
Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628-9050

X. Request for Information

Any question, request for explanation or clarification of any kind in regards to this RFP must be made in a written form, submitted via email directed to Patricia McCaughey at pmccaughey@ocde.us. Questions must be received no later than **10:00:00 a.m. PST on March 12, 2021**. Any clarifications resulting from questions will be distributed to all firms receiving an RFP packet.

XI. Proposal Format

Proposals must be completed in all respects as required by the instructions in this RFP. 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 staff of District, the information in the proposal was intended to erroneously and fallaciously mislead in the evaluation of the proposal.

Proposals shall be completed by writing in ink or by typewriter. Proposals are to be verified before submission as they cannot be corrected after proposals are opened. The signature of all persons signing shall be in longhand by authorized signatory personnel of your company. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered. No oral or telegraphic modifications will be considered.

Before submitting a proposal, Proposers shall carefully read the specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the services. No allowance will be made because of lack of such examination or knowledge. The decision as to acceptability of items rests solely with the District staff. Proposer shall submit complete information on the services stated in proposal form. Failure to do so may nullify the proposal. Any concerns regarding the specifications must be called to the attention of the District prior to the opening date set forth herein.

The District is very interested in the project team with which it will be working. All individuals that will be directly involved with the District's projects should be identified and represent the firm in all discussions and interviews.

XII. Executive Summary

Proposer shall submit an executive summary. The executive summary should contain a statement of interest and a brief summary of qualifications to engage in professional relationship with District.

XIII. Narrative

Proposer shall provide a detailed description of its qualifications for providing marketing services in its area(s) of specialization. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with District. The narrative should include the following:

1. Background

- a. Firm's legal name.
- b. Type of ownership, or legal structure of the firm (individual, corporation, etc.).
- c. Brief history of your firm, including the number of years in business. A minimum five (5) years required.
- d. Number of employees (company-wide).
- e. Number of employees located in Orange County or Southern California.
- f. Date firm established.
- g. California Business License Number, if applicable
- h. Tax Identification Number.
- i. Name of the project manager who will serve as the District's contact throughout the project(s).
- j. Address, telephone, fax number, web address of the office that will be primarily responsible for providing services under the proposal.

2. Staffing Resources

- a. Indicate the name(s) of the persons who will be principally responsible for working with the District. Please indicate the role and responsibility of each

individual. If the Proposal is chosen as a finalist, these principal individuals must attend the interview and in-person presentation. .

- b. Provide a brief resume of the individuals on the team that will be working directly with the District. The resumes must represent projects over the last five (5) years. Please also indicate number of years employed by firm.

3. Project Experience and Reference

- a. Provide a list of contracts from the past three (3) years of services similar in scope to this proposal. Include a minimum of three (3) client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:

1. Client Name and complete address
2. Contact name and telephone number
3. Date of Services
4. Description of Services
5. Contract amount

- b. If any of the following has occurred, please describe in detail:

1. Failure to enter into a contract or professional services agreement once selected.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal, or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws, or regulations

Information regarding any of the above may, at the sole discretion of the District is deemed to indicate an unsatisfactory record of performance.

XIV. RFP Evaluation Process

The District intends to use the proposal responses that it receives to assist in possible selection of one or more firms to provide the services required in this RFP. The District will evaluate each firm based on the information set forth in the proposal submitted, together with other information available to the District from any other sources. In addition to any other criteria specified in this RFP, the evaluation criteria will include, among others, the firm's qualifications and availability of key person assigned to the contract, number of years of experience, demonstrated competence in relative experience, experience in performance of comparable work, financial stability, conformance with the specifications identified in this RFP, ability to meet District criteria and project costs range, the firm's ability to develop a rapport and working relationship with District personnel.

The evaluation of the firm's qualifications will be conducted in two (2) phases. Phase I will evaluate qualifications in terms of the ability to meet the parameters as set forth in this RFP. Firms considered by District to be most qualified may be shortlisted and invited for interview in Phase II. Presentations by selected firms must be made by the same project team personnel who will be assigned to the District's project and whose qualifications are outlined in the proposal. Upon conclusion of Phase II, the selected firm will be recommended to the District Superintendent for approval and contracting for the scope of services required for the projects as outlined in this RFP.

Firm's services must be fully compliant with all applicable requirements including District policies and regulations, and all State and Federal laws. All proposal costs shall be borne by the Proposer. This RFP will be awarded to the most responsive, responsible respondent to the RFP. District reserves the right to reject any or all proposals. District reserves the right to award a partial contract in the event that District deems it in the District's best interest. District at its sole discretion, reserves the right to waive any irregularity in any Proposal received.

The District also reserves the right to accept or reject any or all RFPs, to select one or more qualified firms after receipt of Proposals with or without interviews and to negotiate with any or more than one of the qualified firms. Proposals received from this RFP will be used as the foundation for the development of an agreement and contract with specific provisions subject to review, negotiations and approval of the District.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between District and any individual or firm; (ii) create any obligation for District to enter into a contract with any individual or firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

If the District selects an individual or firm for District's potential projects, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the individual or firm and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

XV. Exceptions or Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the response submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations.

XVI. Confidential Information

All information and documentation submitted as part of this RFP which has not been clearly designated as proprietary or confidential information shall become the property of the District and may only be returned at the District's option and at the submitting firm's expense. All information and documentation submitted to the District excluding financial and proprietary information clearly identified in the proposal, shall become public documents subject to the Public Records Act, and made available to the public upon request.

It is understood that Proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the firm's competitive position, or that would constitute a trade secret. To protect this data from disclosure, the firm should specifically identify the pages of the Proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the firm's competitive position. The firm requests that such data be used only for the evaluation of its qualifications, but understands that disclosure will be limited to the extent that District determines is proper under federal, state, and local law. The District assumes no responsibility for disclosure of use of unmarked data. In the event properly marked data are legally requested, the firm will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information will be used by the District in making its determination as to whether or not disclosure is proper under federal, state, and local law. District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the District including attorney's fees awarded by the court if proposer requests District to resist disclosure of material provided to the District by Proposer, provided the District determines that said materials are exempt under federal, state, or local law.

XVII. Litigation

Provide specific information on termination for default, litigation settled or judgments entered within the last (5) five years related to your firm, joint venture partners, or sub-consultants. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

XVIII. Fees/Services Schedule

Proposers must provide a complete fee schedule in their proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP. In addition, Proposer must provide an estimated cost identified for marketing strategies proposed. Proposal shall reference basic services costs including typical staffing rates, professional fee schedules, reimbursable items, miscellaneous costs, and any variations that the District could expect for specific projects, if applicable. Be as thorough and specific as possible as this will form the basis of any contract for services that be presented by the District. In the event the contract is renewed, the fees for each renewal period shall be negotiated between the parties. In the event the contract is renewed, all fees for each renewal period will be negotiated by the parties.

XIX. Additional Data

Proposer may provide additional information about your firm as it may relate to this RFP. Include letters of reference or testimonials, if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding your qualifications and expertise.

XX. Errors and Omissions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify District in writing and request clarification or modification of the document. Modifications will be made by addenda. These errors or clarifications will be given by written notice to all parties who have been furnished an RFP.

If the Proposer fails to notify the District, prior to the date fixed for submission of a proposal, of an error in the RFP known to it, or an error that reasonably should have been known to it, it will submit its proposal at its own risk and, if it is awarded the contract, it will not be entitled to additional compensation or time by reason of the error or its later correction.

XXI. Insurance

At all times during the term of the Agreement, Proposer shall maintain on file with the District a certificate of insurance, showing that its insurance policies are in effect in the required amounts identified below:

Commercial General Liability – \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage, including contractual liability, and products completed operations coverage;

Automobile Liability –\$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage, for owned, non-owned and hired vehicles;

Professional Liability – Errors and Omissions – \$1,000,000.00 per occurrence combined single limit with a \$2,000,000.00) aggregate;

Workers' Compensation – As required by the State of California – Part A - Statutory requirements, Part B Employers' Liability: \$1,000,000.00 per injury and \$1,000,000 aggregate.

For all insurance coverages provided by Proposer, the following terms apply:

- a. Any deductibles or self-insured retentions shall be declared in writing to the District; approval is required for any amounts over \$25,000.00.
- b. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- c. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Defend, indemnify, save and hold harmless the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees against liability arising out to the activities performed by or on behalf of Proposer, products and completed operations of the Proposer, premises owned, occupied, or used by Proposer, or automobiles owned, leased, hired or borrowed by the Proposer.
 2. Name the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as an additional insurance under its insurance policies and provide District with a copy of the certificate of insurance and the additional named insured endorsement prior to performing any services. Proposer shall not cancel or change the coverage provided by the policies of insurance without first giving District at least thirty (30) days prior written notice. Should any such policy of insurance be cancelled or changed, Proposer agrees to immediately provide District with true and correct copies of all new or revised certificates of insurance.
 3. For any claims related to the services under the Agreement, the Proposer's insurance coverage shall be primary insurance as respects to the District, the Orange County Board of Education, and its officers, agents and employees. Any insurance or self-insurance maintained by District shall be excess of the Proposers insurance and noncontributory.

4. All insurance required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice to District. Proposer agrees to immediately provide District with true and correct copies of all new or revised certificates of insurance.

XXII. Independent Contractor

While performing the services, the Proposer's staff is an independent contractor and not an employee of the District.

XXIII. Compliance with Laws

The Proposer agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, and procedures in the conduct of the projects as specified herein.

XXIV. Hold Harmless and Indemnification

The Proposer will defend, hold harmless and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education and their officers, agents and employees from and against any and all actions, suits, or other proceedings as may arise as a result of performing the work hereunder, except to the extent such actions, suits or other proceedings as arise as a result of the negligence or willful misconduct of the District, their officers, agents, and employees.

XXV. Proposer's Obligation to Perform Work in Accordance with Standards

If the work performed by the Proposer is not in accordance with the standards in this RFP, or if the reports submitted by the firm are not complete, the Proposer will be obligated to do whatever is required to correct the work to meet the requirements as specified in the standards at no additional cost to the District.

XXVI. Signature

The proposal must be signed in the name of the firm and bear the signature of the person authorized to sign proposals on behalf of the firm.

XXVII. Withdrawal of Proposal after RFP Opening

No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening thereof.

XXVIII. Interpretation of Documents

If any firm contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications, or other proposed documents, or finds discrepancies in, or omissions from the

specifications, they are instructed to submit their question in writing to request an interpretation or correction thereof. Any interpretation or correction of the proposed documents will be made by Addendum duly issued by the Coordinator of Purchasing, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. District will not be responsible for any other explanation or interpretation of the proposed documents.

XXVIX. Non-Collusive Declaration

The form of such declaration is included as part of the RFP documents. Each proposer shall execute the attached declaration and submit it with his/her sealed proposal.

XXX. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District, and will be returned only at the discretion of the District, and at the Proposer’s expense. District reserves the right to use any or all ideas presented as part of the firm’s proposal. Selection or rejection of the proposal does not affect this right.

XXXI. Equal Opportunity

A statement that the Proposer is an equal opportunity employer and will certify compliance with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.

XXXII. Non-Appropriation of Funds

Any contract resulting from this RFP is subject to appropriation of funds by the District for each fiscal year of services listed herein.

XXXIII. Conflict of Interest

Any firm that is ultimately identified as qualified, and later following successful contract negotiations is assigned to perform “Architectural Services” on a particular site will be prohibited from responding to any separate RFP or bid process relating to the construction work at that same site, as long as your firm continues to fulfill the architect services requirements at that site.

XXXIV. Tobacco and Drug-Free Workplace Policy

The District and all District projects are “tobacco” and “drug free” workplaces and, as such, require that all persons on District property be subject to the requirements mandated by California Government Code section 8350, et seq. when on project site.

XXXV. Non-Discrimination

In connection with all work performed under this RFP there shall be no unlawful discrimination

against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Proposer agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

XXXVI. Term of Agreement

The initial term of the Agreement shall be for one (1) year with an option to renew for four (4) additional one-year periods. As part of the criteria for the renewal process, the successful firm will be evaluated annually in order to strengthen and maintain a positive client-contractor relationship.

XXXVII. Contract Negotiations

The District may negotiate a contract with the firm best qualified for the services, as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the District deems reasonable, negotiations with those firms may be formally terminated. The District may undertake negotiations with other firms most qualified for the services. The District reserves the right to select one or more individuals or firms to perform the work identified within this RFP.

XXXVIII. PROPOSAL CONTENT: A complete proposal shall include all of the following documents (organized in listed order):

- A. Five (5) copies of the completed proposal.
- B. Completed Attachment A – Information Required of Proposer
- C. Fee Schedule
- D. Completed Non-Collusive Declaration form.

To be an acceptable proposal, all of the above documents must be included in the submittal.

ATTACHMENT A

INFORMATION REQUIRED OF PROPOSER

The Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that District may request verbal or written clarifications or additional information or an interview or presentation at any time.

SECTION A – GENERAL INFORMATION

(1) Firm name, address and contact information:

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

Individual

Partnership

Corporation

Subsidiary

Government Entity

(4) Names and titles of all principals/officers of the firm:

Name	Title	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(5) Please list any applicable certifications and licenses and the associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

a. If yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name?
_____.

(8) How many years of experience does your firm have providing similar services?
_____.

(9) To how many public agencies has your firm provided similar services?
_____.

(10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by District to provide the solicited services.

SECTION B – LEGAL

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? _____.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? _____.

(a) If yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If yes, provide details:

(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District local, State and Federal legal requirements, policies, rules and regulations and laws? _____.

SECTION C – ADDITIONAL INFORMATION

(20) Please provide any other information that may assist District in ascertaining your ability to perform the requested services.

**SECTION D –
ADDITIONAL AS-
NEEDED SERVICES -
PRICING**

(21) What are your costs to perform additional tasks and deliverables during the agreement period? Please submit a fee schedule for additional, as needed services.

SECTION E - REFERENCES

(23) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

(24) Each firm must include the following references:

- a. List at least three (3) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by District. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by District regarding the Proposer or Proposer's performance of work.

Name	Address	Phone Number
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Auditor pages one (1) through eight (8) is true and correct. Executed this _____ day of _____, 2021, at _____, State of _____.

City, County

Signature

Print Name

Title

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

ATTACHMENT B

AGREEMENT

THIS AGREEMENT is made effective on _____, **2021**, and it is made by and between **CONSULTANT NAME**, hereafter called "Consultant," and the Orange County Superintendent of Schools, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENT

- 1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Marketing services, in accordance with District's Request for Proposals (RFP).

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price
- Quotation Price / Fee
- Schedule Requirements Summary

Other attachment described as: Consultant Proposal

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

- 2. The Consultant will commence providing services under this Agreement as soon as practicable after the execution of this contract and will diligently, properly and in full compliance perform as required and complete the performance of services by _____. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Coordinator in writing.
- 3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each

party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$_____. In the event this AGREEMENT is renewed, the Parties agree to negotiate the fees at each renewal period.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. During the term of this Agreement, the Consultant shall maintain BOTH GENERAL & PROFESSIONAL liability insurance. Unless otherwise agreed in writing by the District, General Liability shall be maintained in an amount not less than \$1,000,000 per occurrence; and Professional Liability in an amount not less than \$1,000,000 combined single limit for each occurrence. Automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.all prior or contemporaneous oral or written Agreements.
17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

Consultant / Firm Name

DISTRICT:

Orange County Superintendent of Schools

(Signature, Authorized Representative)
Representative) Signer's Name
Title

(Signature, Authorized
Patricia McCaughey

(SSN or Federal ID number)

(Telephone)

(Email Address)

(Date)

(Date)

SAMPLE

March 15, 2021

ADDENDUM #1

Request for Proposals Number: 19-09
MARKETING SERVICES

IMPORTANT NOTICE

Please note the following responses to questions asked by prospective Proposers:

1. **Question:** Is there a set budget for the project? Not too exceed budget?

Answer: We have not identified a set budget amount at this time. We are committed to pursuing the best marketing strategies that will provide the most success in marketing our CCPA Program. Proposer, should, aside from identifying its administrative costs, identify an estimated cost for each marketing strategy proposed.

2. **Question:** Please confirm that we can only respond by writing in ink or typing on the forms provided in the RFP PDF unless otherwise specified? Or can we create one new single document that directly responds to each question in the order specified and submit that?

Answer: Proposers are required to use the forms included in this RFP 19-09 Marketing Services. Please see Section IX. Request for Proposal Due Date in the RFP.

3. **Question:** Do you prefer 30-double sided pages or 60 single side pages bound?

Answer: Please see Section IX. Request for Proposal Due Date in the RFP. It clearly identifies submittal requirements.

4. **Question:** If you want us to submit our responses directly onto the relevant RFP PFD pages, you are requesting the bound proposals include both the pages in your RFP PDF plus our attachments?

Answer: Yes

5. **Question:** Again, would you accept one self-contained response document created by us but adhering to the order and manner of your questions in a 30-page double sided copy (5)?

Answer: Please see our response to question 3 and 4.

6. **Question:** Do you currently use all of the creative formats for marketing (video, social media, animated banner ads, :15 and :30 videos, Facebook ads, HTML emails with video components)? Or is this an aspirational list, ie, we may use or might want to use?

Answer: Yes, we currently use many of the marketing strategies identified in the RFP. We expect the Proposer to propose these and their own ideas and strategies.

7. **Question:** Are you looking to refresh the CCPA brand as part of this RFP? Or shore up the brand?

Answer: We are looking to get information out to targeted groups about our program so, generating interest, awareness, increase in our enrollment are certainly why we are looking to market our program.

8. **Question:** I noticed you have videos on your [home page](#). Are these the kinds of videos you are requesting creating and production services for in addition to :15 and :30 videos for advertising?

Answer: We're looking for marketing strategies that best serve the needs of the CCPA program and District.

9. **Question:** Are we bidding to replace an existing supplier or have you been creating marketing assets in-house or contracting on an ad hoc basis?

Answer: Our existing marketing services contract expired.

10. **Question:** Do you currently use SharePoint for your intranet? What kind of work are you seeking as noted by "SharePoint website"?

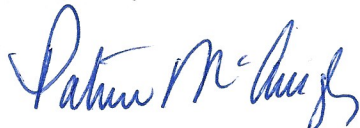
Answer: Yes, we use SharePoint. We are looking for Proposers for recommendations.

All specifications remain unchanged except sections or parts of sections added to, revised, deleted or clarified by this Addendum.

This Addendum shall be considered part of the Project documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally herewith. Where provisions of the following supplementary data differ from those of the original Project Documents, this Addendum shall govern and take precedence.

Proposers are hereby notified that they shall make any necessary adjustments in their proposals on account of this Addendum. It will be construed that each Proposer's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Sincerely,



Patricia McCaughey
Administrator, Business Operations