

Antelope Valley College District
Business Services - Purchasing and Contract Services
3041 W. Avenue K | Lancaster, CA 93536-5426
661-722-6310 | purchasing@avc.edu

**REQUEST FOR RFP
FOR
MARKETING SERVICES
RFP No. AVC2022/2023-11**

Notice is hereby given that Antelope Valley Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than **11:00 a.m. (PST) on December 6, 2022** sealed submittals for:

**MARKETING SERVICES
RFP #AVC2022/2023-11**

Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426 and/or District's PlanetBids site, <https://www.avc.edu/administration/busserv/rfpbiddocs>. All documents and any addenda or notices related to this solicitation will be posted via the District's PlanetBids site: <https://www.avc.edu/administration/busserv/rfpbiddocs>.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted via the District's PlanetBids site, <https://www.avc.edu/administration/busserv/rfpbiddocs>, by the date and time noted under Project Specific Dates.

This RFP document is not an offer, but rather a solicitation for an offer.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Purchasing and Contract Services

Publication Dates:

1st: November 10, 2022

2nd: November 17, 2022

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1. BACKGROUND AND PURPOSE

1.1. Background

Antelope Valley Community College District (the “District”) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with over 900 employees and an enrollment of over 10,000 students per semester. Throughout its 90 plus years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program’s curriculum addresses airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

1.2. Purpose

The District has issued this Request for Proposal (RFP) with the goal of retaining a consulting firm to assist in a digital media buy, creative and media strategy. This marketing effort will focus on promoting the District’s Vocational training programs to our immediate target markets outlined in the Scope of Services. The set timeline for this media buy spans from February 2023 to June 30, 2025 (2 1/2 fiscal years).

2. TIMELINE

The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFP. Please note the following key dates when preparing your responses:

RFP ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: 11/10/2022 2nd: 11/17/2022
Last Day for Bidders to submit questions	11/21/2022 before 12:00 p.m.
Last day for District to Respond to questions	11/29/2022 before 5:00 p.m.
DEADLINE FOR PROPOSAL SUBMISSIONS	12/6/2022 before 11:00 a.m.
Public Opening & Reading of Bids: Antelope Valley College Administration Building, A140 3041 West Avenue K, Lancaster, CA 93536	12/6/2022 at 11:00 a.m. (PST)
Posting of Received Proposals on PlanetBids	12/6/2022 Following Bid Closing
Interviews (optional)	1/9/2023 to 1/12/2023
Anticipated Board Approval	2/13/2023

Anticipated Start of Services	Following Board Approval
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***Dates may change with or without notice**

3. SUBMISSION, DOCUMENTS AND FORMAT OF PROPOSAL

3.1. Submission Deadline. Proposals must be received by, but **no later than 11:00 A.M. (PST), December 6, 2022.** Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District’s copy shall prevail.

3.2. Documents. This RFP may be obtained from the District by contacting the District’s Purchasing and Contract Services Department. The RFP is also available online at <https://www.avc.edu/administration/busserv/RFPbiddocs>. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website. In the event this RFP is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

3.3. Bidders Submittal of Proposal. Proposals may be submitted electronically or by hard copy.

3.3.1 **Electronically:** Bid Proposals submitted electronically must be through the District’s PlanetBids portal at: <https://www.avc.edu/administration/busserv/rfpbiddocs>

3.3.2 **Hard Copy:** Proposals submitted via paper/hardcopy must be submitted in sealed envelopes, with the Bidder’s name and the Project prominently identified on the cover of such envelope. Paper/hardcopy proposals must include one (1) complete electronic version on a flash drive, (1) original AND (2) additional copies of the Proposal shall be provided. Paper/hardcopy proposals are to be submitted to the District’s warehouse address below via UPS or FEDEX:

Antelope Valley College
Attn: Purchasing Department, A154
3041 W Ave K
Lancaster, California 93536

If a Bidder elects to hand deliver their bid directly to the District, they will need to contact the District’s Warehouse department by November 1, 2022 to schedule the delivery. The District’s Warehouse department can be reached by phone (661-722-6548) or e-mail (warehouse@avc.edu) and is available Monday through Thursday, 8:00 a.m. (PST) to 4:00 p.m. (PST). All documents submitted via paper/hardcopy must be submitted in sealed envelopes with the Bidder’s name and the Project prominently identified on the cover of such envelope.

EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposals delivered other than the above stated means, or received after the scheduled submittal deadline, will be rejected and returned unopened to the bidder. It is the bidder’s sole responsibility to ensure that its Proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Proposals which arrive after the deadline date/time listed. Any hard copy Proposal received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Proposal may be withdrawn by submitting a written request. Such written request must be delivered to the address above prior

to the scheduled closing time for receipt of Proposal. The award shall be subject to final contract documents and scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted Proposal, which shall remain in effect as stated until at least six (6) months after the due date for Proposal. Proposal shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

- 3.4. Proposal Format/Content. All materials submitted in response to this RFP shall be sized to 8 ½" x 11", in portrait or landscape orientation as applicable, 11 or 12 point Arial, Calibri or Times New Roman font with adequate page margins on all sides.

All hard copy submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Proposal. The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Work. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

The following is to be included in the Bidder's Proposal:

- 3.4.1 **Letter of Interest:** The letter must contain the following:
- 3.4.1.1 The Bidder's name, address, e-mail, and telephone.
 - 3.4.1.2 The name, title or position, email and telephone number of the individual authorized to bind the Bidder's business contractually; this person must sign the cover letter. **An unsigned cover letter may cause the Proposal to be rejected.**
 - 3.4.1.3 The name, title or position, email and telephone number of the primary contact and/or account administrator with whom the District is to communicate with throughout the RFP process.
 - 3.4.1.4 A statement expressing the Bidder's willingness to perform the services as described in this RFP.
 - 3.4.1.5 A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
 - 3.4.1.6 A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
 - 3.4.1.7 The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record.
- 3.4.2 **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
- 3.4.3 **Submission of Bidder's Information**
- 3.4.3.1 Brief History of the Bidder including Bidder's experience and qualifications for similar types of engagements, and the results achieved from the work (e.g. increased enrollment, sales, or other metrics relevant to the client industry).
 - 3.4.3.2 A narrative explaining why the offering agency is best suited to perform the services of this project.

- 3.4.3.3 Resume(s) or CV(s) of the personnel proposed to be assigned to perform work on District matters; include professional memberships, certifications, licenses, and other qualifications for personnel.
- 3.4.3.4 Provide a high-level description of the Bidder's implementation process, including primary steps or phases, approximate timelines, agency resources, and required District resources necessary to accomplish the work defined in this RFP.
- 3.4.3.5 Samples of previous or ongoing work in digital advertising. Ideal examples will showcase work for a similar budget, educational institutions, demographics and/or region. Please include artwork, success metrics and outcomes as applicable.
- 3.4.3.6 The location and listing of resources at offices (e.g., number of partners, associates, clerical staff, etc.), and the distance from each office to the District.
- 3.4.3.7 Describe your agency's approach to leading the planning and execution of integrated marketing and advertising campaigns.
- 3.4.3.8 Submit a current calendar year, properly executed IRS Form W-9.
- 3.4.4 **Bid Proposal Form (Exhibit A):** Bidders shall complete and submit the Bid Proposal Form with its Proposal. Proposals submitted without the form may be considered non-responsive.
- 3.4.5 **List of Subcontractors (Exhibit B):** Bidders shall complete and submit the List of Subcontractors form with its Proposal. Proposals submitted without the form may be considered non-responsive.
- 3.4.6 **Certificate of Non-Discrimination (Exhibit C):** The Bidder shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services.
- 3.4.7 **Non-Collusion Affidavit (Exhibit D):** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- 3.4.8 **References Form (Exhibit E):** A minimum of three (3) verifiable references (preferably from a California public or private educational institution and/or California public agency) shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder's related experience.
- 3.4.9 **Agreement to Terms and Conditions (Exhibit F):** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- 3.4.10 **Iran Contracting Act Verification (Exhibit G):** The successful Bidder will be required to execute a Iran Contracting Act Verification form pursuant to California Public Contract code §§2202 – 2208 concurrently with execution of the Agreement.

- 3.4.11 **Additional Materials:**
- 3.4.11.1 Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
 - 3.4.11.2 Bidders are encouraged to include letters of reference and/or testimonials in their Proposal.
- 3.5. Received Proposals. Names of Offerer’s submitting proposals will be available after the bid closing via the District’s PlanetBids site, <https://www.avc.edu/administration/busserv/rfpbiddocs>.
It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.
- 3.6. Errors/Discrepancies/Clarification/Information of RFP. Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted to the District electronically via the District’s PlanetBids site, <https://www.avc.edu/administration/busserv/rfpbiddocs>. Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see “Project Specific Dates” for specific deadline dates and times. Any correspondence sent other than as specified above, may not be received or responded to by the District.
- 3.7. Term of Agreement. The Agreement shall become effective as of the date of its execution and shall continue in effect for a period of one year from the date of execution. Thereafter, the parties may extend the term of the Agreement for four (4), one (1) year successive periods upon written agreement signed by both parties each year.

4. EVALUATION OF PROPOSALS

- 4.1 Evaluation Process. The Proposal review process used to select qualified Bidders will be as follows:
- 4.1.1 The District will review and evaluate all Proposals received using criteria noted in following section. Incomplete Proposals may be rejected as non-responsive, and may result in being excluded from this legal resource pool.
 - 4.1.2 A District Evaluation Committee may elect to conduct interviews of selected Bidders. The District may request selected Bidders to make an oral/visual presentation in connection with the oral interview. If conducted, the District will evaluate all interviews using criteria noted in the following section.
 - 4.1.3 The District anticipates that recommendation for award of the Contract will be to the Proposer receiving the highest total score from the Proposal and Interview evaluation (as applicable). See Contract Award, Section 5.2, for details on contract award.
- 4.2 Evaluation Criteria. Bidders submitting Proposals are advised that all responsive documents will be evaluated to determine each Bidder’s ability to best meet the needs of the District. The District’s evaluation will include, but is *not* limited to, a consideration of the following criteria:
- 4.2.1 Experience & qualifications of personnel assigned to perform the work
 - 4.2.2 Agency Qualifications. Demonstrated record of delivering similar successful projects to organizations. Special consideration will be given to agencies with experience in higher education.
 - 4.2.3 Project Team. Experienced marketing and creative professionals who demonstrate an ability to bring insight and innovation to the project.

- 4.2.4 Technical Proposal. How the agency will accomplish the work.
 - 4.2.5 Pricing/Cost.
 - 4.2.6 Clarity and thoroughness of the Bid in response to the requirements of specifications.
 - 4.2.7 Exceptions Taken to RFP.
 - 4.2.8 References.
 - 4.2.9 District's subjective assessment of how well they would be able to work with the bidder and the proposed project team.
- 4.2 Optional Proposal Interviews. It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the District Evaluation Committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in their submitted proposal with their key personnel present as the primary representatives during this process. **IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE AVAILABILITY ON THE INTERVIEW DAY(S) NOTED IN THE PROJECT SPECIFIC DAYS PRIOR TO BEING CONTACTED BY THE DISTRICT.**

5. OTHER CONDITIONS AND REQUIREMENTS

- 5.1. **Cancellation of Solicitation:** The District may cancel this solicitation at any time.
- 5.2. **Contract Award:** The District will select a Bidder that demonstrates to be the most responsive and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details. The District anticipates that recommendation for award of the Contract will be to the Proposer receiving the highest total score from the Proposal and Interview evaluation (as applicable) determined pursuant to the scoring of evaluation criteria set forth in the RFP. The foregoing notwithstanding, the District may recommend award of the Contract, and the District's Board of Trustees may award the Contract, to a Proposer who did not submit the highest scored Proposal so long as such action is supported by a reasonable basis of the exercise of such discretion. Notwithstanding any recommendations of the Evaluation Committee, action to award of the Contract is vested solely in the Board of Trustees.
- 5.3. **Agreement:** The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. 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. The intention of the documents is to include (not limited to): 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. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit F and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

- 5.4. **Conflict of Interest/Restrictions on Lobbying and Contacts:** For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.
- 5.5. **Limitations:** The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.
- 5.6. **Right to Negotiate and/or Reject Proposal:** Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.
- 5.7. **Negotiations and Discussions.** The District expressly reserves the right to conduct negotiations and discussions with Proposers concerning their responsive RFP Proposals. Such negotiations and discussions, if conducted by the District shall be conducted in a fair and impartial manner. The nature and scope of the District's negotiations/discussions with Proposers may include identical areas of inquiry for all Proposers, or differing areas of inquiry for different Proposers. The District shall have the sole discretion to establish the nature and scope of negotiations/discussions with a Proposer based on the District's review of the Proposer's Proposal and the areas or subject matters reflected in the Proposal that the District believes warrants additional discussion or negotiation with the Proposer.
- 5.8. **Preparation Expenses:** The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.
- 5.9. **Confidential and Proprietary Information:** All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposals submitted may be subject to the California Public Records Act (*California Government Code* Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any

information deemed confidential or proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

- 5.10. **Bid Protest Procedure:** Any bidder may file a bid protest. The protest shall be filed in writing with the District's Executive Director of General Services not more than two (2) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- 5.10.1. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within five (5) business days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.
- 5.10.2. **Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of General Services, or their designee, within two (2) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:
Antelope Valley Community College District
Attn.: Dawn McIntosh, Executive Director of General Services
3041 West Ave. K Lancaster, CA 93536
- 5.10.3. **Appeal Review:** The Executive Director of General Services or his or her designee shall review the decision on the bid protest from the Purchasing and Contract Services Department and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of General Services or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- 5.10.4. **Reservation of Rights to Proceed with Project Pending Appeal.** The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- 5.10.5. **Finality.** Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

6. SCOPE OF SERVICES

Antelope Valley College has issued this Request for Proposal (RFP) with the goal of retaining a consulting firm to assist in a digital media buy, creative and media strategy.

This marketing effort will focus on promoting AVC's Vocational training programs to our immediate target markets outlined below. The set timeline for this media buy spans from January 2023 to June 30, 2025 (2 1/2 fiscal years).

AVC is deeply committed to equity and inclusion and is focused on serving a target population traditionally underrepresented in higher education. All proposals should reflect an understanding of AVC's mission to serve this population, the dynamics of these groups within the greater Antelope Valley area, and a commitment to support their success.

Our target population include, but are not limited to:

- Individuals with disabilities
- Individuals preparing for nontraditional fields
- Single parents, including single pregnant women
- Out-of-workforce individuals
- Homeless individuals
- Youth who are in, or have aged out of the foster care system
- Youth with a parent who is a member of the armed forces and is on active duty
- Individuals with other barriers to educational achievement including individuals with limited English proficiency
- Individuals who are economic disadvantaged
- Individuals currently residing or working in zip codes 92397, 93510, 93523, 93534, 93535, 93536, 93543, 93544, 93550, 93551, 93552, 93553, 93591 and surrounding areas

Under the advisement of a consulting firm, we hope to achieve the following:

- Increase overall full-time equivalent students (FTES) for the institution by 15% a year.
- Increase and build consistent enrollment in vocational training and programs to achieve 90-100% enrollment.
- Grow overall college enrollment and increase student retention.
- We hope to achieve these goals through a consultant guided strategic media buy encompassing elements outlined in the scope of work below.
- The scope of work (SOW) includes but is not limited to:
- Consultant direction on how to strategically meet the needs of our target audience defined above.
- Development of new marketing strategies to expand and improve brand awareness and visibility across the greater Antelope Valley as defined by zip code, which includes tracking and analysis of the effectiveness of previous and proposed marketing efforts.
- Create an overall program management for digital ad buys. Expect to utilize the following platforms (including but not limited to):
 - a. Pay Per Click, Display, Website Retargeting, OTT, Geofencing & Other digital
 - b. YouTube
 - c. Facebook / Instagram

- d. SnapChat/TikTok
- e. Streaming Radio
- f. Email/text
- g. Other New Media
- Development of research-based messages and creative executions that are simple, consistent, credible, and audience-targeted.
- Ability to manage cross-channel ad buys and make data-driven allocation decisions in near-real time regarding the most effective use of resources that result in achievement of Increasing Full-Time Equivalent Students (FTES) and growth.
- Attendance at key meetings to update and discuss status of work with our executive team.

Estimated Spend /Fiscal Year:

- February -June 2023: \$150,000-\$175,000
Strategy, Creative, Digital Ad Buy
- July 2023 June 2024: \$150,000-\$180,000
Creative, Digital Ad Buy
- July 2024 June 2025: \$170,000-\$200,000
Creative, Digital Ad Buy
- **Total Budget for February 2023 – June 2025: Not to exceed \$500,000**

7. FORMS, EXHIBITS, ATTACHMENTS, AND SAMPLES (Continued on next page)

SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Proposal:

- LETTER OF INTEREST**
- SUBMISSION OF BIDDER'S INFORMATION (RFP Section 3.4.3)**
- EXHIBIT A – BID PROPOSAL FORM**
- EXHIBIT B – SUBCONTRACTORS LIST**
- EXHIBIT C – CERTIFICATION OF NON-DISCRIMINATION**
- EXHIBIT D – NON-COLLUSION AFFIDAVIT**
- EXHIBIT E – REFERENCES**
- EXHIBIT F – AGREEMENT TO TERMS AND CONDITIONS**
- EXHIBIT G - IRAN CONTRACTING ACT VERIFICATION**
- W9**
- ADDITIONAL MATERIALS (OPTIONAL)**

EXHIBIT A – BID PROPOSAL FORM

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

TO: Antelope Valley Community College District (AVCCD), a California Community College District, acting by and through its Board of Trustees (“the District”), 3041 west Avenue K, Lancaster, California 93536.

FROM:

(Name of Company)

(Address)

(City, State, Zip Code)

(Telephone)

(E-Mail Address of Bidder’s Representative(s))

(Name(s) of Bidder's Authorized Representative(s))

1. **BID PROPOSAL.** The undersigned Bidder has read and understands all conditions and terms of this RFP, proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the services requested for the rates indicated in this exhibit. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or subcontracted work.

ENROLLMENT MARKETING SERVICES:

MARKETING CAMPAIGN(S) \$ _____

BRAND MANAGEMENT \$ _____

DESIGN SERVICES \$ _____

OTHER (_____) \$ _____

TOTAL: \$ _____

- 1.1. Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

_____ Addenda Nos. received, acknowledged and incorporated into this Proposal.

- 1.2. Alternate Bid Items. Not Applicable.
2. Documents Accompanying Bid Proposal Form (Exhibit A). The Bidder has submitted with this Bid Proposal (Exhibit A) the following required items:
 - 2.1. Letter of Interest
 - 2.1.1. Submission of Bidder's Information (see item #3 of Proposal Format/Content)
 - 2.2. Exhibit B, Subcontractors List;
 - 2.3. Exhibit C, Certificate of Non-Discrimination;
 - 2.4. Exhibit D, Non-Collusion Affidavit;
 - 2.5. Exhibit E, References;
 - 2.6. Exhibit F, Agreement to Terms and Conditions
 - 2.7. Exhibit G, Iran Contracting Act Verification
 - 2.8. W9

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the RFP and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. If the Bidder submitting this Bid Proposal is awarded the Purchase Order after the Intent to Award Bid Notice is made, the undersigned Bidder will execute and deliver product to the District. Failure of the Bidder awarded the Contract to strictly comply with the Terms and Conditions of this RFP and the Purchase Order Terms and Conditions may result in the District's rescinding the Purchase Order and award of the RFP. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next responsive Bid Proposal or to reject all Bid Proposals.
4. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the RFP, Drawings, Scope of Work, Specifications and other Bid Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Bid Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Bid Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Bid Documents.

[continued on next page]



**MARKETING SERVICES
RFP #AVC2022/2023-11**

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT B – SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

If your company must outsource or contract any work to meet the requirements contained in the RFP, this must be clearly stated in the proposal. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

Identify any subcontractors your company may outsource any work identified in the RFP to, or check the box below if not applicable. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Attach additional sheets as necessary.

Check box if not applicable:

Licensed Name of Subcontractor	Subcontractor Office, Mill or Shop Address	Sub-contractor Trade or Portion of Work	Subcontractor Contractors' License No.

Attach additional page(s) as required

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT C – CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH Proposal

Bidder hereby certifies in performing work or providing services 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 or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder 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 _____, ____.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT D – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH Proposal

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, 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 bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT E – REFERENCES

Bidder shall provide a minimum of three (3) verifiable references (preferably from a California public or private educational institution and/or California public agency). This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder’s related experience.

REFERENCE #1

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #2

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #3

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

EXHIBIT F – AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) (“Agreement”). Any exceptions must be included, if at all, with Bidder’s Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder’s Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder **accepts** the form of Agreement **without exception**.

OR

_____ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____ **Date** _____
(Signature)

Name _____ **Title** _____
(Type or print)

EXHIBIT G - IRAN CONTRACTING ACT VERIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; orb) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement check the correct option below and insert your supplier or financial institution name and Federal ID Number. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - THIS PROJECT IS LESS THAN \$1,000,000.

<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

OPTION #2 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

[CONTINUED NEXT PAGE]

OPTION #3 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

SAMPLE AGREEMENT

This Services Agreement (“Agreement”) between Antelope Valley Community College District, a public educational agency (“District”) and _____ (“Contractor”) is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

WHEREAS, it is necessary and desirable that Contractor be engaged by the District for the purpose to performing services hereinafter described; and

WHEREAS, the District advertised a formal bid, RFP No. AVC2022/2023-11 for MARKETING SERVICES (“RFP”); and

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Scope of Service.** Contractor shall perform the agreed-upon services as defined by the scope of work, deliverables, and standard of performance identified in Attachment(s), and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment(s) are referred to as “Services.” Contractor’s Services will be timely and performed or provided consistent with the profession skill and care of Contractor’s profession and in compliance with all applicable laws and regulations.
- 2. Term.** The Agreement shall become effective as of the date of its execution and shall continue in effect for a period of one year from the date of execution. Thereafter, the parties may extend the term of the Agreement for four (4), one (1) year successive periods upon written agreement signed by both parties each year.
- 3. Fees and Reimbursements.** Contractor will receive compensation for Services performed as noted in Attachment 1. District will pay Contractor all amounts owed within 60 days of receipt of Contractor’s undisputed billing invoice and usage spreadsheet. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 4. Licenses and Permits.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor’s sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor’s compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

- 5. Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.
- 6. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. If the District furnishes any goods, materials, or equipment to Contractor, Contractor assumes complete liability for those goods, materials, or equipment. Contractor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.
- 7. Compliance with Applicable Laws.** The Services must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. 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, the Services, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 8. Standard of Performance.** The Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work and provide the Services required of the Contractor by this Agreement.
- 9. Independent Contractor.** In the performance of this Agreement, Contractor shall act as an independent contractor. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work. Contractor understands and agrees that he/she/it and all of his/her/its 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 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 or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. Contractor is not authorized to make any representation, contract or commitment on behalf of the District.
- 10. Time of Performance.** Time is of the essence and Contractor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
- 11. Termination for Convenience.** District may terminate this Agreement for its convenience at any time by written notification to Contractor three days prior to the effective date of termination.

District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination.

- 12. Termination for Default.** District may also terminate this Agreement for cause in the event of a default by Vendor. In such event, District shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold District harmless from, any damages occasioned by the Vendor's breach or default. If it should be determined that the District has improperly terminated this Agreement for default, such termination shall be deemed to be for District's convenience.
- 13. Ownership of Intellectual Property.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Agreement. Contractor assigns to District any rights Contractor could have, may have, or does have, in the work or the work product performed under this Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said matters in the name of the District. Independent Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.
- 14. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment(s). Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 15. Indemnity.** Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
- 16. Insurance Requirements.** Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Contractor and District from any claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:
 - 17.1 Commercial General Liability.** Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - 17.2 Professional Liability (Errors and Omissions).** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - 17.3 Workers' Compensation.** Statutory limits required by the State of California.
 - 17.4 Primary Insurance.** Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.

17.5 Waiver of Subrogation. In the event of loss due to any perils, Contractor shall provide a Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement for the following: Commercial General Liability and Workers' Compensation.

17.6 Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.

17.7 Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Contractor shall furnish to the District original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any Services under this Agreement. Contractor will be in material default of the Agreement if it fails to timely furnish these documents to the District.

18 Protection of Confidential Information. Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.

19 ADA/ Accessibility. With respect to ADA compliance, the Supplier shall:

19.1 Conform to section 508 of the Rehabilitation Act and WCAG 2.1, Level AA specifications.

19.2 Comply with all applicable FCC regulations regarding advanced communications services.

19.3 Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).

19.4 Prior to contract signing, must present a VPAT or other documentation demonstrating compliance.

19.5 Agree to indemnify and hold harmless the Antelope Valley Community College District from and against any claim arising out of its failure to comply with these requirements.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

20 Non-Discrimination Endorsement. Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law,

including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.

- 21 Drug-Free Workplace.** Contractor is aware of the provisions of California Government Code §§8350, et seq. and by entering into this agreement certifies that Contractor will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990. Contractor understands that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 22 Fair Employment Practices/Equal Opportunity Acts.** District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment and Housing Act and any other Federal or State law and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
- 23 Provisions Required By Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement, or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 24 Component Parts Of The Contract.** The Purchase Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:
- Notice Inviting Proposals
 - Request for Proposal Document (RFP)
 - Contractor's Response to RFP
 - Bid Proposal Form
 - List of Subcontractors
 - Non-Collusion Affidavit
 - Certificate of Non Discrimination
 - References
 - Agreement to Terms and Conditions
 - Iran Contracting Act Verification
 - Agreement
 - All Addenda as Issued
 - Drawings/Plans, if any
- 25 Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such

records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.

- 26 Advertising.** Contractor shall not use the logo or name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 27 Non-waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 28 Notice.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Antelope Valley Community College District
Attention: Purchasing and Contract Services
3041 West Avenue K
Lancaster, CA 93536-5426

For Contractor:

Contact information as referenced in Attachment 1

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

- 29 Force Majeure.** The Vendor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, pandemic, epidemic, Governmental Authority, state of emergency, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing. Should such an event take place which allows the Vendor and/or District to continue services under the agreement, Vendor will provide services following the recommendations, as well as description of mandatory safety and health standards, of the California Occupational Safety, Health Administration (Cal/OSHA), and District. Vendor shall also be responsible to monitor and follow Cal/OSHA, Center for Disease Control (CDC), Los Angeles County, and other applicable association guidelines and ordinances as it relates to the services provided. Vendor may also be required to provide additional documentation to the District such as a "Pandemic Plan."
- 30 Severability.** If any term, condition or provision of this Agreement 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.
- 31 Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until

District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

- 32 Conflict of Interest and Prohibited Interests.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.
- 33 Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in Los Angeles County, California.
- 34 Disputes.** Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute.
- 35 Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.
- 36 Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 37 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

38 Entire Agreement. This Agreement and Attachment(s) constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.

39 Authority. Each of the Parties and signatories to this Agreement represents and warrants that he or she has the full right, power, legal capacity and authority to sign, enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such Party.

IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

Signature

Print
Name: _____
Title: _____
Date: _____

Signature

Print Name: Dr. Jennifer Zellet
Title: President/Superintendent
Date: _____

Board Date: _____

REVIEWED BY:

Signature: _____
Name: _____
Title: _____

ATTACHMENT 1 TO SAMPLE AGREEMENT

Contractor/Consultant:

TBD

District Point of Contact:

TBD

Responsibilities of the Contractor/Consultant, Scope of Work and Contract Objective:

- Provide direction on how to strategically meet the needs of our target audience defined above.
- Development of new marketing strategies to expand and improve brand awareness and visibility across the greater Antelope Valley as defined by zip code, which includes tracking and analysis of the effectiveness of previous and proposed marketing efforts.
- Create an overall program management for digital ad buys. Expect to utilize the following platforms (including but not limited to):
 - a. Pay Per Click, Display, Website Retargeting, OTT, Geofencing & Other digital
 - b. YouTube
 - c. Facebook / Instagram
 - d. SnapChat/TikTok
 - e. Streaming Radio
 - f. Email/text
 - g. Other New Media
- Development of research-based messages and creative executions that are simple, consistent, credible, and audience-targeted.
- Ability to manage cross-channel ad buys and make data-driven allocation decisions in near-real time regarding the most effective use of resources that result in achievement of Increasing Full-Time Equivalent Students (FTES) and growth.
- Attendance at key meetings to update and discuss status of work with our executive team.

Estimated Spend /Fiscal Year:

- January -June 2023: \$150,000-\$175,000
Strategy, Creative, Digital Ad Buy
- July 2023 June 2024: \$150,000-\$180,000
Creative, Digital Ad Buy
- July 2024 June 2025: \$170,000-\$200,000
Creative, Digital Ad Buy
- **Total Budget: Not to exceed \$500,000**

Responsibilities of the District:

District will provide single main point of contact (Executive Director of Marketing and Public Information or designee) for all applicable data, input and decisions on marketing and advertising strategy.



MARKETING SERVICES RFP #AVC2022/2023-11

District Marketing Department staff, including webmaster will provide limited, relevant access to advertising data such as Google Analytics, social media accounts, enrollment data. District will also provide, when available, college photography, videography and other content.

District staff will facilitate set (remote) meeting schedules, and occasional meeting with campus constituent groups (ex. Executive Counsel, Enrollment Management, Deans meeting, or other if needed)

Contract Schedule of Deliverables, Performance Milestones and Proof of Completion:

Work will start immediately, upon contract approval by the Board of Trustees, with a deliverable schedule to be defined beginning in early 2023.

Assessment and Strategy: Immediately upon contract start date through Summer 2023

Ongoing Marketing Activities: (including ad buys) will continue for brand awareness and enrollment growth; these activities will be subject to change depending on the outcome. Additional emphases will be need leading up to and during enrollment periods (typically May and November)

It is imperative that a robust digital advertising program be up and running no later than March 15, 2023 to advertising for the Fall enrollment period in April 2023.

Evaluation and Refinement: Ongoing with specific emphasis on semester starts (August and January). In addition to standard advertising metrics and industry benchmarks, results should be correlated to overall and programmatic FTES and headcount.

Rate of Payment:

\$TBD

Total Cost of Services Not to Exceed: \$500,000

FOAP to which services are to be charged: Perkins

Payment:

Contractor/Consultant requests for payment to be sent: Monthly

Services shall be billed to "Antelope Valley Community College District" and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. All invoices must be reviewed and approved by the assigned District Point of Contact(s) prior to payment being made to Contractor. Contractor will submit invoices with original receipts to:

Antelope Valley College District
ATTN: Accounts Payable
3041 West Avenue K
Lancaster, CA 93536



ATTACHMENT 2 TO SAMPLE AGREEMENT

(RFP AVC2022/2023-11, MARKETING SERVICES, and Vendor's Proposal to RFP AVC2022/2023-11,
MARKETING SERVICES)