Lane Community College

Request for Proposal (RFP 22/23-16)

Marketing and Public Relations Services



Issue Date: (March 6, 2023)

Closing Date: (March 31, 2023 – 2:00 PM P.S.T)

**Table of Content**

1. Summary of Invitation Page 3
2. Background and Scope of Work Page 4-6
3. Proposal Schedule Page 7
4. Conditions and Required Proposal Contents Page 8-12
5. Selection Procedure Page 13
6. Contract Condition Page 14-19
7. Appendix A- Typical Analysis Sheet Page 20
8. Appendix B- Proposal Form and General Information Page 21-23
9. Appendix C- Cost Proposal Form Page 24

**1) SUMMARY OF INVITATION**

Lane Community College of Eugene, Oregon, hereinafter, "**College**," invites proposals from **Providers of Marketing and Public Relations Services** (hereinafter, "**Proposer**," or "**Servicer**," or "**Company**," or "**Provider**" or "**Contractor**") to provide **Marketing and Public Relations Services** for Lane Community College (hereinafter, the project is referred to as “*M&PR Services****”***).

Interested firms which specialize in the provision of these services are invited to submit proposals to accomplish the Scope of Work defined within this invitation.

**The college may, at its sole discretion, award multiple contracts under this RFP, based on the needs of the college and the specific skills and expertise of the Proposers. Additionally, the college may use the Proposals to create a pool of potential providers for related projects during the 2023/24 academic year. At the discretion of the college, individual contracts issued under this RFP may be renewed for up to an additional three years.**

Lane Community College, a Community College District created within the context of Oregon Revised Statutes, is an Equal Opportunity Employer. **Minority and Women-Owned Businesses are encouraged to participate in this solicitation.**

 **SUBMITTAL OF PROPOSALS**

Interested firms may submit responses to this invitation by completing the requested documentation and submitting it to:

**https://bidlocker.us/a/lanecc/BidLocker**

not later than:

**2:00 pm, Friday, March 31st 2023 (PST)**

Delivery is the sole responsibility of the proposer. Proposals not received by the specified time and date will not be considered.

Laura Aung

Contract and Procurement Services

Lane Community College

Building 3, Room 101, East 30th Avenue

Eugene, Oregon

aungl@lanecc.edu

**BACKGROUND AND SCOPE OF THE WORK**

1. **BACKGROUND**

Lane Community College (Lane) is located in Eugene, Oregon and is a comprehensive community college with a district that covers 5,000 square miles, encompassing more than 100 departments and programs and a variety of administrative functions. Lane Community College educates over 15,000 students annually at six locations across Lane County and online. Students and alumni from all 50 states and 79 countries create more than an $850 million dollar impact on the local economy, helping to support more than 13,000 local jobs. Lane provides affordable, quality, professional technical and college transfer programs; business development and employee training; academic, language and life skills development; and lifelong personal development and enrichment courses.

Lane’s mission statement is, “Lane is the Community’s college. We provide quality, comprehensive, accessible, **inclusive**, learning-centered educational opportunities that promote **equitable** student success.”

As a part of sustainability and development plan, we are looking for a suitable partner for Marketing and Public Relation Services to cover following scope of the work.

**2) SCOPE OF WORK**

Proposers selected to provide work under this RFP will work with the Director of Marketing and Strategic Communications to develop and implement a marketing plan that focuses on enrollment and retention, including but not limited to:

**A) Increase Enrollment by:**

Position Lane as the best choice for transfer and career and technical programs

**i.** Increasing student enrollment requires reaching high school students and recent high school graduates who would benefit from learning more about how Lane can meet their educational needs and be the starting point to a four-year university degree.

ii. Increase College Now enrollments (quality sponsored dual credit offerings for high school students, and concurrent enrollment of high school students)

iii. Increase admissions, retention and completion of Black, Indigenous, People of Color (BIPOC) students in underserved populations.

iv. Increase enrollment of non-traditional students, including veterans, gap students (those who did not attend due to Covid), unemployed, underemployed, and displaced workers.

v. Provide Career Technical Education (CTE) programs that respond to local and regional workforce needs, highlighting new capital projects coming online with the new Health Professions and ITEC (Industrial & Trades Education Center) buildings.

**B) Increase first-time, full-time, award/degree attainment for all students:**

Increasing retention of current and returning students in an effort to increase award/degree attainment for all students. Focusing on support accelerated learning opportunities, including dual enrollment, seamless transition from secondary to postsecondary education, as well as emphasis on resources to aid in college completion.

**C) Increased Outreach to Underrepresented Communities:**

We want to give priority to making sure underrepresented populations have the resources and support to achieve their educational dreams and potential. Recruitment of BIPOC, Latino, rural, and other students will require that our marketing efforts reflect an understanding of various cultures and their unique needs.

**D) Educating the Community:**

Strengthening ties with the community will require reinforcing and demonstrating the college’s ability to be an important community partner, providing affordable and accessible education to all members of our community as well as being a significant local economic driver. A key message will be highlighting the college’s role in developing tomorrow’s workforce as well as the ability to develop customized training and education programs for local businesses. Enhance the image of Lane to build brand visibility and trust with community members.

 **E)** **Position Lane as the workforce hub of Lane County:**

With two capital projects, including the new Health Professions and ITEC (Industrial & Trades Education Centre) buildings coming online over the next 18 months, Lane will be in a better position than ever to provide the education the community needs to build and grow a skilled workforce.

**Desired outcomes include but may not be limited to the following:**

1. Develop key messages that adapt to a changing environment, demographic conditions, and provide consistent language and visual messages to reach targeted audiences
2. Develop special publications such as a new viewbook, magazine, and/or annual report
3. Recognize upcoming 60th anniversary of Lane Community College
4. Develop unique marketing strategies/campaigns that can be utilized across platforms and media
5. Advise on new trends in social media engagement and other digital platforms
6. Develop materials to promote the institution’s International program
7. Layout and design for landing pages
8. Capture and analyze metrics from advertising in order to analyze campaign effectiveness
9. Coordinate Photo/Video production, including an overarching promotional video
10. Promoting state, regional and national partnerships
11. Provide annual assessment of work, including standard metrics of engagement, click through rates, and ROI.

Proposer’s attention is hereby directed of this RFP:

All information collected during the project, and all subsequent recommendations, reports, and submittals, from the Contractor to the College which result from this contract, shall be the exclusive property of college, and shall be delivered to the College upon completion of the work, the termination of this contract, or the written request of the College. Any use of this material, in any form or for any purpose, shall require prior written approval from the college.

**PROPOSAL SCHEDULE**

The following schedule meets the College's desire to have a Contractor or Contractors selected by June 8, 2023

Issue RFP March 6, 2023

Final Date of Question by Vendor March 10,2023

Latest Addenda Due March 20,2023

Close RFP (responses due) March 31, 2023

Interviews (if desired) April 10-14, 2023

Evolve Ranked List April 21, 2023

Award Recommendation April 28, 2023

Publication Notification of Award May 5,2023

Issue **Notice to Proceed** for Work June 8, 2023

**R.F.P CONDITIONS AND REQUIRED DISCLOSURE**

**1) DEFINITIONS**

Hereinafter Lane Community College shall be referred to as “College” or “LCC.” Persons, firms, agencies, partnerships or companies submitting responses to this invitation shall be referred to as “Proposers” and the successful Proposer to whom the work is awarded shall be referred to as “Contractor” or “Vendor” or “Supplier.” “Proposal Documents” and “invitation” shall mean this Request for Proposal (RFP) in its entirety. The scope of work is referred to as M&PR Services***.***

**2) PROPOSERS’ REPRESENTATION**

Proposers, by the act of submitting their proposals, represent that:

a) They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;

b) They have familiarized themselves with the local conditions under which the work will be done to their satisfaction; and

c) Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

**3) CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this invitation the Proposer certifies that:

a) The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the college Board of Education or other college officer, employee, or person, whose salary is payable in whole or in part by Lane Community College, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof.

b) The Proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.

c) The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

**4) INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS**

a) Proposers shall promptly notify the College of any ambiguity, inconsistency or error which they may discover upon examination of the Proposal Documents or the site and local conditions.

b) Proposers requiring clarification or interpretation of the Proposal Documents shall make a request for the same to the College’s Purchasing Services office either in writing to the submittal address on the cover sheet of this Invitation or by email to relingl@lanecc.edu.

c) The College will attempt to provide verbal clarifications where appropriate; however, any interpretations, corrections or changes of the Proposal Documents shall be made by written, published Addenda. Interpretations, corrections or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

d) Should any doubt or difference of opinion arise between the College and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the College shall be final and binding upon all parties.

**5) REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding college services, programs, personnel or financial systems, or any other information shall be submitted in writing directly to the relingl@lanecc.edu at the submittal address on the cover of this invitation. All requests for clarification of any part of this solicitation or for additional information shall be submitted in writing on or before ten (10) working days prior to the proposal submittal date. Answers shall be provided to all Proposers of record on the date that answers are available.

**6) ADDENDA**

1. Addenda shall be posted online at <https://bidlocker.us/a/lanecc/BidLocker>.

b) No addenda shall be issued later than four days prior to the date set for receipt of Proposals except an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the invitation.

c) Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on the Proposal Form.

**7) COMPETITION**

Respondents are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement within this RFP which the respondent believes will inordinately limit competition.

**8) COMPLAINTS AND INEQUITIES**

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and directed to Purchasing Services at the proposal submittal address on the cover page of this RFP and shall be received not later than ten (10) calendar days following the RFP issue date. Such submittals will be reviewed upon receipt and will be answered, albeit on a preliminary basis, within five (5) calendar days of receipt by the College.

**9) COST OF RFP AND ASSOCIATED RESPONSES**

This RFP does not commit the College to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary.

**10) RIGHT TO CLARIFICATION AND ADDITIONAL RESEARCH**

a) The College reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

b) The College may obtain information from any legal source for clarification of any Proposal or for information on any Proposer including, but not limited to, the Proposer’s clients, police files, insurance files and agencies, credit bureaus and professional organizations. The College need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

c) The College may perform, at its sole option, investigations of any proposer. Information sought may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, contracting references, etcetera. All such documents, if requested by the College become part of the public records and may be disclosed accordingly. If the College finds that a proposer is unable to demonstrate financial responsibility in accordance with ORS 279B.005 in the sole judgment of the College, then that respondent’s proposal shall be declared non-responsible and the subject proposal may be rejected.

**11) NUMBER OF COPIES**

Only one proposal will be entertained from each Proposer. Proposals shall be formatted to print on 8.5" x 11" paper, portrait orientation (except an occasional schedule which may be in landscape orientation, if necessary, formatted to print on 11” x 17”).

**12) REJECTION OF PROPOSALS**

The College reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

a) Failure of the Proposer to adhere to one or more of the provisions established in this RFP;

b) Failure of the Proposer to submit a proposal in the format specified herein;

c) Failure of the Proposer to submit a proposal within the time requirements established herein;

d) Failure of the Proposer to adhere to ethical and professional standards before, during or following the proposal process.

The College may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the College that it is in the public interest to do so.

**13) MODIFICATION OR WITHDRAWAL OF PROPOSAL**

a) A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.

b) Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the College Purchasing Services Department at the proposal submittal location prior to the time designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. If by fax or email, written confirmation over the signature of Proposer shall have been mailed and postmarked on or before the date and time set for receipt of Proposals. All such communications shall be so worded as not to reveal the dollar amounts of the original Proposal or any other material contents of the original Proposal.

c) Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

**14) PROPOSAL OWNERSHIP**

a) All proposals submitted become and remain the property of the College and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom Of Information Act and Oregon Revised Statutes.

1. Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the College shall make available to any person requesting information through the College's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so.

**15) PREVAILING OPINION**

 Should any doubt or difference of opinion arise between the College and a Proposer as to the items to furnished hereunder or the interpretation of the provisions of this RFP, the decision of the College shall be final and binding upon all parties.

**16) INFORMATION TO BE SUBMITTED.**

 The Proposer shall submit, directly following

* + - 1. **Cover Letter**
			2. **Summary of Proposed Firm Profile (In Addition to Appendix B)**
			3. **Transmittal Letter**
			4. **Proposal Costs Sheet and Rates (Appendix C)**
			5. **References (minimum of 5)**
			6. **Sample of prior work by Proposer**
			7. **Proposed Innovation**

Due to the significant level of variation in types of work done by potential Proposers, and the different types of work required by this proposal, no specific work product is required as a submittal. Proposers are encouraged to provide the college with sufficient material to assess the Proposer’s abilities and experience as they might relate to all or part of the work to be covered by the scope of this RFP.

**The cover letter** will be rated on its content and clarity. This letter and other submittals will be viewed as an indication of the Proposer's ability to write clearly and concisely, with organized thoughts and concepts and to present timely, tightly structured reports.

**Proposers Profile shall also provide a Summary of Proposer's Qualifications, with a maximum length of 4 printed pages. The Summary shall s**tate, in general terms, the Proposer's qualifications to perform the work described herein. Provide brief resumes of the key employees who will be providing service (not greater than 1 printed page per person).

**Transmittal Letter is part of the Proposal. The Transmittal Letter shall be a maximum of 5 printed pages** and shall address the Proposer's understanding of the objective of the Marketing and Public Relations Services to be provided and **Project approach**. The Transmittal Letter shall also list the names of persons authorized to represent the Proposer, their titles, addresses and telephone numbers (if different from the individual who signs the transmittal letter).

 Proposer shall list the proposed dollar amounts for each type of work for which they wish to be considered in the appropriate locations on the **Fee Proposal Form** (Appendix C). The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists Lane CC in determining the company’s understanding of the project, and provides staff with tools to negotiate the cost, provide in a table format, if possible.

 • Breakdown of professional services with rate per hour

 • Breakdown of material/equipment with cost per unit

 • Description of Escalation Clause as it relates to the proposal

 This section shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the hourly rates may be used for pricing the cost of additional services outlined in the Statement of Work.

 The Proposer may also suggest **technical or procedural innovations** that have been used successfully on other engagements and which may provide LCC with better service delivery. In this section, discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to LCC

Please be sure to identify each page of each submittal and its membership in a particular group or plan. During the analysis phase, submittals may be separated in order to provide copies for distribution. Pages which are not clearly identified may not be replaced correctly.

**SELECTION PROCESS**

The following steps shall be taken to analyze and rank the proposals, and to finalize an agreement for the provision of consulting services.

a) Proposals submitted to the College in accordance with this RFP will be evaluated by a review committee consisting of college employees;

b) Interviews of candidate firms will be held at the discretion of the committee and are tentatively scheduled for late April; Proposers are asked to have appropriate staff available during that time period.

c) Proposers shall be ranked by the review committee based on evaluation of responses and oral interviews, with the first ranked firm being that firm which is deemed to be the most appropriate and fully able to perform the services and the second-ranked firm being the next most appropriate, etc., all in the sole judgment of the review committee. If necessary, a second round of interviews will be conducted with the top finalists to make a recommendation.

d) Proposers will be ranked in the format of Appendix A to this RFP. Any firm's response to this RFP shall be considered de facto permission to the College to disclose Appendix A, and associated summary, when completed, to selected viewers.

e) The review committee will then submit its ranked list to the President or the President’s designee for approval and award of a contract. If, for any reason, the top-ranked firm is unacceptable, the process will be repeated until a firm acceptable to the College is identified.

f) It is the intent of the College to award the contract on the basis of the most attractive offer considering experience, capabilities, and services to be provided.

g) **The college may, at its sole discretion, award multiple contracts under this RFP, based on the needs of the college and the specific skills and expertise of the Proposers. Additionally, the college may use the Proposals to create a pool of potential providers for related projects during the 2023/24 academic year. At the discretion of the college, individual contracts issued under this RFP may be renewed for up to an additional three years.**

**CONTRACT TERMS AND CONDITIONS**

THIS AGREEMENT is entered into by and between Lane Community College, a public corporation of the State of Oregon, hereinafter called COLLEGE, and the selected firm, hereinafter called CONTRACTOR or CONSULTANT.

In providing these services, it is understood and agreed that all conditions herein shall apply to all services rendered within the context of this invitation and resulting award.

**1) CONTRACTOR STATUS**

CONTRACTOR is engaged as an independent Contractor and shall be responsible for all Federal and State taxes as applicable to this contract and the payments made therewith.

**2) CONTRACTOR EMPLOYMENT**

CONTRACTOR will not be performing the subject work under the direct control of the College or any of its personnel.

**3) REPORTING OF PAYMENTS**

The College shall report the total amount of all payments to the CONTRACTOR including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

**4) ELIGIBILITY FOR PUBLIC ASSISTANCE OR SUPPORT**

CONTRACTOR shall not be eligible for any Federal Social Security, State Workers Compensation, Unemployment Insurance, or Public Employees Retirement System benefits from subject contract payments, and CONTRACTOR shall be responsible for same as a self-employed individual/firm.

**5) INDEMNIFICATION**

CONTRACTOR agrees that performance under this contract is at Contractor's sole risk and that the Contractor shall carry "errors and omissions" insurance or be self-insured for the purpose of indemnifying the College's Board of Education, agents, officers and employees, from any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with **the Contractor's failure to perform fully hereunder.**

In the event any such action or claim is brought against College, Contractor shall, upon notice of the expense, promptly satisfy any judgment adverse to College and shall reimburse College for any loss, cost, damage or expense (including legal fees) suffered or incurred by College.

**(6) LEGAL COSTS AND VENUE**

In the event of litigation involving the terms and conditions of this contract or the performance hereunder, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the losing party, including all such fees, costs and expenses of appeal.

State of Oregon law shall prevail throughout the execution of this contract and any performance hereunder. Any litigation undertaken with respect to the execution of, or performance within the context of, this contract shall take place within the State of Oregon and State of Oregon Laws shall prevail throughout any such litigation.

All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

**7) RECOVERY OF COSTS IN EVENT OF TERMINATION**

In the event of a termination of this contract by College *because of a breach by Contractor,* College may complete the work by contract with another appropriately qualified firm. Contractor shall be liable to College for any reasonable costs or losses incurred by College arising out of or related to the breach. College may withhold payment of monies due Contractor for work performed to the date of termination and College may offset any amount due Contractor against the costs and losses incurred by College.

**8) RECORDS AND INSPECTION OF SAME**

Contractor shall maintain its records generated within the context of this contract for a period of not less than three full fiscal years following completion of the final review and acceptance of all submittals. Upon reasonable advance notice, College or its authorized representatives may, from time-to-time, inspect and make appropriate copies of Contractor's records that relate to this contract.

**9) INSURANCE**

Contractor shall maintain in force for the duration of this contract the insurance coverage specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which College may carry. A copy of each policy or a certificate satisfactory to College shall be submitted to College prior to commencement of the work each year. Unless otherwise specified, each Certificate of Insurance shall show an insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling College to not less than 30 days prior written notice of any material change, non-renewal or cancellation.

The adequacy of all insurance required by these provisions shall be subject to approval by the College. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by College.

**10) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

Contractor shall maintain a current policy of workers' compensation and employers' liability coverage. Contractor shall comply with the Oregon Workers' Compensation law (ORS 656) by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide College with such further assurances as College may require from time to time that Contractor is in compliance with these workers' compensation coverage requirements and the workers' compensation law.

**11)** **COMPREHENSIVE GENERAL LIABILITY**

Contractor shall maintain a broad form comprehensive general liability and automobile liability insurance policy with coverage of not less than $500,000 combined single limit per occurrence, and with an aggregate of $1,000,000 bodily injury, personal injury and property damage.

**12)** **LIMITATION OF LIABILITY**

The College agrees that the Contractor's liability hereunder for damages shall not exceed the charges paid before the error was discovered. The Contractor shall not be liable for consequential damages including, but not limited to, lost revenues and profits.

Neither the Contractor nor the college shall be liable for failure to perform its obligations herein when such failure is clearly the result of acts beyond the Contractor's control; some, but not all, such acts are acts of God or of the public enemy, acts of local, state or federal government in either their sovereign or contractual capacity, fires, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, errors or defects in the data supplied by the College, etc.

**13) SUBCONTRACTING AND ASSIGNMENT**

Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without College's prior written approval. Contractor shall not subcontract its work under this contract, in whole or in part, without College's prior written approval. Contractor shall require any approved subcontractor or assignee to agree, as pertains to the portion subcontracted or assigned, to comply with all obligations specified in this contract. Notwithstanding College's approval of a subcontractor or assignee, Contractor shall remain obligated for full performance of this contract and College shall incur no obligation to any subcontractor or assignee.

**14) INDEPENDENT CONTRACTOR**

Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor is an independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the services which Contractor is to perform and that Contractor is customarily engaged in the independent performance of the same and/or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by the College. Contractor is not to be deemed an employee of College and has no authority to make any binding commitments or obligations on behalf of College except to the extent expressly provided herein.

**15) NOTICES**

Notices in compliance with this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to

College: Address on Cover of this RFP, Attention, Purchasing Services;

Contractor: Address given in Response Documents to RFP

or such other address as either party may provide by notice given in accordance with this provision.

**16) OWNERSHIP OF WORK**

All information collected during the project, and all subsequent recommendations, reports,and submittals, from the Contractor to the college which result from this contract shall be the exclusive property of College, and shall be delivered to the College upon completion of the work, the termination of this contract, or the written request of the College. Any use of this material, in any form or for any purpose, shall require prior written approval from the college.

**17) PERFORMANCE STANDARDS**

All work performed within the context of this agreement shall be in accordance with —:

a) Oregon Revised Statute Chapter 656 (Workers Compensation); and,

b) Oregon Revised Statute Chapters 279A, 279B and 279C (Public Purchasing Laws); and,

c) Oregon Revised Statute 30.26 through 30.30 (Public Agency Torts); and

d) Oregon Administrative Rules Chapter 125 (Exemptions); and,

e) US Code Title 42 (especially sections 1983, 1985 and 1988); and,

Oregon and local laws and regulations; and other Federal, State and Local laws and regulations as may be applicable to the College, the Contractor and/or the Contract Documents.

**18) CONTRACT MANAGEMENT**

By delegation from the Board of Education through the President of the College, the Director of Marketing and Strategic Communications is the Contract Manager for all the work described herein. The Point of Contact for all communications and decisions is that individual.

**19) PUBLIC RELATIONS AND NEWS RELEASES**

The Contractor shall not release news or make any statements to the public, press, or other media relating to matters pertinent to the activities of the College or of related entities, without prior written approval from the College.

**20) FEES**

Except for special projects assigned by the college with a scope clearly outside of the requirements stated herein, the Contractor shall be compensated in accordance with the negotiated fee schedule which shall become part of the Contract Documents.

**21) PAYMENT TERMS**

Invoices for progress payments may be submitted monthly and payment on same will be on the basis of submitted and approved invoices for services rendered . No payments shall be made in advance of materials being delivered or services being rendered.

**22) CONTRACT ENGAGEMENT TERM AND CONDITIONS THERETO**

This contract, unless otherwise interrupted or canceled, shall be valid for the period indicated in the contract documents or completion of the work, whichever is the shorter period and will be activated by Purchase Order.

The contract engagement term may be canceled or terminated by the delivery of a certified letter from the President of the College or delegate, at his or her sole discretion, giving thirty calendar days' notice of intent to cancel. If such notice is promulgated, the notice shall give reason for termination of the contract.

Valid reasons for contract termination, for example, may be for lack of funds, for unacceptable performance of the Contractor, for lapse of required insurance coverage, for lapse of required registrations, or for any other documentable reason. At the end of the thirty day period, if the notice is not rescinded by certified or registered mail from the President, the contract shall be deemed to have been canceled.

The contract engagement term may be renewed, extended or otherwise changed by ***Change Order*** or ***Notice to Proceed***, whichever is applicable. In every case, the enabling ***Order*** or ***Notice*** shall incorporate this document in its entirety, by reference, the Contractor's response submitted in answer to the invitation herein, and any other modifying documents such as cumulative change orders, addenda and renegotiated terms and schedules. These documents, in their entirety, shall be known as the contract documents and shall, in their entirety, state and control the activities of the parties to this contract.

Notwithstanding other portions of this agreement, this contract may be terminated if any of the following actions take place—:

a) The Contractor is no longer qualified to perform the work;

b) Any suit is filed against the College regarding the Consultant Contract or the contractor's performance, which, in the opinion of a neutral third-party attorney, is significant and substantive and has a reasonable likelihood of success;

c) The Contractor engages in anti-competitive activities such as blocking competition, displays of favoritism, improper patronage, fiscal impropriety or any other activities which, in the sole judgment of the College, are not in concert with the mission and scope of work stated above;

1. Failure to reach agreement on desired changes, additions or deletions.

 e) This contract may also be terminated for convenience of the College without warning or advance notice. If the contract is terminated for convenience of the College, any monies owing to either party shall be paid within thirty (30) days of contract termination.

**23) INTEGRATION AND SEVERABILITY**

This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and those defined as the "contract documents." This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties. If any of the provisions herein are determined to be invalid under any local, state or federal stature, regulation, or rule of law, such provision shall be deemed omitted from this document. Each provision of this agreement is severable, and if any provision is held to be unenforceable or is vacated by mutual agreement of the parties in writing, the remainder of the provisions shall remain unchanged an in effect.

**24) LABOR RELATIONS**

Contractor shall be solely responsible for its own labor relations with any trade or union and their representatives and shall negotiate and adjust, in good faith, any and all disputes arising out of Contractor's operations with employees and/or unions representing its employees. Contractor shall comply with all federal, state and local laws, policies, rules and regulations concerning employment and labor relations.

**25) CHANGES IN THE WORK**

Changes in the work may be accomplished at any time after the contract has been awarded and before the contract is fully complete, without invalidating the contract. Changes are usually accomplished by written order from the contract administrator to the contractor (although the contractor may request changes at any time). The written order is called a ***Change Order*** and shall annotate the work items to be added, deleted or modified, the price of the changes, and the effect of the change on the total contract value. When issued, the contractor may accept or reject the change. If the contractor does not formally object, in writing, to the change within 10 (ten) calendar days of its issuance, the change shall be regarded as having been accepted and the contract so modified.

Any other written or verbal order from the college to the contractor (which might include such activities as directives, direction, instruction, interpretation, or determination) that causes a change in the scope or methodology of the work, and is regarded as a contract modification by the contractor shall be treated as a change order, provided that the contractor gives the contract administrator written notice stating:

a) the dates, circumstance, content and source of the order, and

b) that the contractor regards the issue as a change order (to be formalized in terms of work changes and cost).

**Appendix A •• RFP 22/23-16**

**Marketing and Public Relations Services**

***Sample Analysis Sheet***

|  |
| --- |
| Score ( 1 to 5 ) 5=Excellent, 4= Above average, 3=Acceptable, 2= Questionable, 1= Unacceptable) |
| Rating Categories | % of total | Score | Points |
| 1. Quality and completeness of proposal; matches Statement of work | 10 |   | 0 |
| 2. Quality, performance and effectiveness of the services to be provided by the Proposer; | 15 |   | 0 |
| 3. Quality of the efficiency of project implementation; | 10 |   | 0 |
| 4. Proposer’s experience, including the experience of the staff; | 10 |   | 0 |
| 5. Cost to Lane CC | 20 |   | 0 |
| 6. Proposer’s financial stability demonstration; (Dun & Bradstreet (D&B) ratings if possible) | 5 |   | 0 |
| 7. Proposer’s ability to perform Work; | 10 |   | 0 |
| 8. Proposer’s ability to provide future records, reports, data, and services | 5 |   | 0 |
| 9. Proposer’s compliance with applicable laws, regulations, policies guidelines and other governing prior or existing contracts performed by the contractor | 10 |   | 0 |
| 10. Risk Management, if applicable | 5 |   | 0 |
| Total score | 100 |   |   |

**Appendix B •• RFP 22/23-16 •• (Page 1 of 3)**

**Marketing and Public Relations Services**

***Proposal Form & General Information***

The Proposer makes the following statements and representations as part of the proposal:

The Proposer makes the following statements and representations as part of the proposal:

|  |
| --- |
|  **CORPORATE HEAD OFFICES**PROPOSER NAME: PROPOSER ADDRESS:  TELEPHONE: EMAIL ADDRESS:  |

|  |
| --- |
|  **LOCAL OFFICES** (To be used For All Legal And Contractual Correspondence)PROPOSER NAME: PROPOSER ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TELEPHONE: EMAIL ADDRESS:  |

|  |
| --- |
|  **CORPORATE INFORMATION****1)** Federal ID Number (or Social Security Number if not a Corporation) **2)** How long has the Proposer been in business? Under which names?  **3)** Proposer is a subsidiary of, or is wholly owned by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

|  |
| --- |
| **SPECIFIC COMPLIANCE**Does your company have a written sustainability policy or similar statement? **[ ]  Yes [ ]  No** |

|  |
| --- |
| **COBID CERTIFICATIONS****Does the Proposer hold any State of Oregon COBID Certification? (Circle one): Yes No** **If Yes, provide the Certification Number(s)**  |

**Appendix B •• RFP 22/23-16 •• (Page 2 of 3)**

**Marketing and Public Relations Services**

***Proposal Form & General Information***

|  |
| --- |
|  **GENERAL INFORMATION**1) If a corporation, list the date, state and type of incorporation.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2) If a partnership list names of all partners and declare which have general or limited status.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_3) List the number of staff employed in the Proposer’s human resources consulting division or section.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_4) Has the Proposer been the subject of any legal action as plaintiff or defendant regarding human resources consulting activities during the past 10 years? ­If yes, describe action and outcome. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |
| --- |
| **ADDENDA ACKNOWLEDGEMENT**The Proposer hereby acknowledges receipt of the following Addenda related to the subject solicitation documents (circle all received):**/ NONE / 1 / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 /** |

|  |
| --- |
| ***EXCEPTIONS & RESIDENCY***Are there exceptions to this proposal? YES \_\_\_\_\_\_\_\_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Is the Proposer a resident proposer? YES \_\_\_\_\_\_\_\_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Exceptions to any of the specifications or requirements shall be noted in writing, and attached to this Proposal Form when submitted.** By taking exceptions and clearly stating them in writing on a separate sheet of paper headed Exceptions and showing the solicitation number and the Proposer's Name, and by offering alternates to replace the excepted requirements with clear pricing options corresponding to each exception taken, the Proposer may still compete in the proposal process. **The College shall be the sole judge of the acceptability of any exceptions attached to this proposal form**. In the absence of exceptions, the proposal shall be for all items precisely as specified.Resident proposer, per ORS 279A.120, means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated on this Proposal form that the Proposer is a "resident proposer". |

 **Appendix B •• RFP 22/23-16 •• (Page 3 of 3)**

 **Marketing and Public Relations Services**

 ***Proposal Form & General Information***

The undersigned hereby submits this **Proposal** to furnish all material and labor as indicated and agrees to be bound by the following documents: Request for Proposals, Instructions and Supplementary Instructions to Proposers, General and Supplementary Conditions, Specifications, Proposal Form, Proposer’s Response, Mutually agreed clarifications, Appropriately Priced Change Orders, Exceptions which are acceptable to the college and all other proposer’s submittals.

|  |
| --- |
|  **CERTIFICATIONS****Non-Collusion**The undersigned Proposer hereby certifies that it, its officers, partners, owners, Providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the college.The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, Providers, representatives, employees or parties in interest, including the affiant.**Conflict Of Interest**The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own or­ganization, under penalty of per­jury, that to the best of their knowle­dge and belief, no member of the Lane Community College Board of Education or college officer, employee, or person, whose salary is payable in whole or in part by Lane Community College, has a direct or indirect financial interest in the award of this Proposal­, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof. |

|  |
| --- |
|  **SIGNATURE BLOCK****Company Name:** **Signer’s Mailing Address:** **Signer’s City/State/Zip:** **Signer’s Telephone Number:** **Signer’s Email Address:** **Signer's Name (Printed):** **Signer's Title:** **Signature:** **Date:** . . . . . . . . . . |

 ***END OF APPENDIX B***

 **Appendix C •• RFP 22/23-16•• (Page 1 of 1)**

 **Marketing and Public Relations Services**

 **FEE PROPOSAL**

The undersigned hereby proposes and, if selected, agrees to accept a Purchase Order contract from Lane Community College, Eugene, Oregon to furnish all services in accordance with the Request for Proposal identified as **RFP 22/23-16** for the **fees** shown immediately below and in associated attachments (attach additional sheets to this appendix as necessary). Proposer shall list the proposed total hours and dollar amounts, including all out-of-pocket costs such as those for travel, telephone, printing, miscellaneous expenses and other expenses for performing the work, for each of the following:

|  |
| --- |
|  ***Provision of a Classification and Compensation Review as Specified and Proposed*****Phase / Activity Staff Hours Hourly Rate Dollars** **A) Initiation of Project ————— ————— —————** **B) Classification Study ————— ————— —————** **C) Compensation Review and Placement ————— ————— —————** **D) Implementation Planning ————— ————— —————** **E) Implementation Guidance ————— ————— —————** **F) Closure and final deliverables ————— ————— —————** **G) Provision of other necessary assistance****or services not described above (address****all other necessities, attach sheets if necessary) ————— ————— —————** **H) Total Expenses and Reimbursables; Not to Exceed ——> $ —————————————————**  **———————————————————** **Total Not-To-Exceed Cost Of C & C Review ——————————>**  **—$——————————————————**  |
|  **Hourly Rates of Key Staff (for use in determining costs of extra work and change orders)**Name Title/Function Hourly Rate      |
| **Name Of Proposer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name Of Signer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**END OF DOCUMENT**

**NOTE: Submit Proposal Form and Necessary Attachments Only.**