



**HARTNELL COLLEGE**

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**REQUEST FOR PROPOSAL FOR  
PUBLIC RELATIONS AND MARKETING SERVICES  
RFP No. 21-02**

**Date issued: May 26, 2021**

**Proposals due: June 9, 2021**

Administrative Services Department  
411 Central Avenue  
Salinas, CA 93901  
Phone: 831-755-6995 Fax: 831-759-6047

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### I. INTRODUCTION

The Hartnell Community College District invites proposals for Public Relations and Marketing services. Proposals must be submitted in accordance with specifications and conditions contained herein. The District reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of ninety (90) days after the closing date for submission.

#### 1.1

RFP Available	5/26/2021
Deadline to submit questions via email (vmeldahl@hartnell.edu)	6/2/2021 by 5:00pm
Deadline for Submitting Response to RFP Screening and evaluation begins	6/9/2021 at 5:00pm
Selection of Qualified Firm	6/16/2021
Recommendation to the Board of Trustees for Approval of Agreement	7/6/2021
Anticipated Award	7/6/2021

### II. GENERAL INFORMATION

The Hartnell Community College District, hereinafter referred to as the "District," is a single college, public community college district. It serves over 16,000 students annually through its Main Campus in Salinas, the Alisal Campus in East Salinas, the King City Education Center, the Soledad Education Center and various other learning sites throughout the Salinas Valley. Hartnell College, a Hispanic Serving Institution, provides workforce training, basic skills courses, and prepares students for transfer to four-year colleges and universities. Hartnell College is recognized for its innovative public and private partnerships that support world class STEM education, career technical education, fine and performing arts, humanities, and athletics. In addition, the Hartnell College Foundation is one of the most successful community college foundations in California and across the nation.

### III. TERM OF CONTRACT

The contract shall be awarded for a one-year year period, beginning July 1, 2021 or as soon as possible thereafter. Subject to a review by the District through its designated committee or staff, the Agreement may be extended by mutual agreement for a period of one year. Terms and conditions of the extension shall be determined at the time the extension is granted.

### IV. SCOPE OF SERVICES

The District wishes to obtain from the successful bidder, hereinafter referred to as "Contractor," Public Relations and Marketing services that include but are not limited to the following elements:

- Design and execute marketing campaigns using social media and other media to promote student enrollment at Hartnell College;
- Identify the Hartnell College "brand" along with a detailed strategy to promote that brand;

- Prepare and disseminate information about Hartnell College programs and services for various community audiences, through press releases, news items, social media posts, reports, photographic services, and other techniques;
- Manage media communications and secure media placements to promote District programs, activities, and accomplishments;
- Implement a crisis communication protocol and strategy to mitigate negative publicity or media coverage;
- Develop new mechanisms or manages existing mechanisms for internal information distribution, such as college-wide newsletters and updates;
- Contribute to development of materials for the college web pages;
- Review regularly the accessibility, attractiveness, and effectiveness of the college web site and social media platforms;
- Coordinate some elements of governmental relations; and,
- Provide logistical support for various college or foundation events.

## **V. SUBMISSION OF PROPOSALS**

The District invites all interested bidders to submit proposals in response to this RFP to provide the desired services as listed in Section IV, above. All proposals should include the following and any other documents in support of the proposals:

- Official registered name and address of the Contractor's firm
- Names of the principals of the firm
- Brief history of the firm
- Potential benefits to the District
- Names of employees who would be assigned to perform the desired services along with their work history and accomplishments
- Succinct description of how the Contractor would deliver the desired services
- Description of a feedback and evaluation component

Submit proposals electronically to:

Vanessa Meldahl  
Executive Assistant  
vmeldahl@hartnell.edu  
411 Central Avenue  
Salinas, CA 93901  
Phone: 831-755-6995

## **VI. EVALUATION AND AWARD PROCESS**

The contract shall be awarded on the basis of the most responsive proposal to the Scope of Services outlined above in Section IV.

## **VII. QUALIFYING SPECIFICATIONS**

### **(a) Company Identification**

Complete legal business name, address, telephone number, and name(s) of officer(s) authorized to act for the company or corporation must be provided. The proposal must be executed by a fully authorized official.

### **(b) References**

- Provide a list of businesses being served for at least the last three (3) years
- Provide a list of businesses that have terminated services in the last three (3) years together with reasons for termination

### **VIII. NONDISCRIMINATORY EMPLOYMENT PRACTICES**

It is the policy of the Hartnell Community College District that no person shall be discriminated against in any employment procedure on the basis of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

This policy is in compliance with the United States Civil Rights Act of 1964, as amended; Title IX of the Higher Education Amendments of 1972; the California Fair Employment and Housing Act of 1959, as amended; and the Age Discrimination in Employment Act of 1963, as amended. The District will make reasonable accommodations for the handicapped as required by Section 504 of the Rehabilitation Act of 1973 and by the Americans with Disabilities Act of 1990 (ADA).

To violate this Agreement would constitute cause by which the contract could be immediately terminated by the District.

### **IX. LICENSES & ASSURANCES**

Successful proposer will assure that the required licenses or expertise to perform all of the services will be maintained in order to perform all agreed upon services pursuant to this Agreement. Appropriate or required licensure will be maintained in full force and effect during the term of the Agreement. Upon request, successful proposer and employees providing services under the Agreement will comply with fingerprinting or other security requirements as deemed necessary by the District.

### **X. PUBLIC LIABILITY AND DAMAGE INSURANCES**

Throughout the term of this Agreement and any extension thereof, Contractor, at Contractor's expense shall maintain an insurance policy issued by an insurance company satisfactory to and in a form approved by the Chief Business Officer, Hartnell Community College District. Said insurance company shall have a policyholder's surplus of at least ten (10) times the amount of the liability coverage under said policy. Said policy shall afford liability insurance coverage of Contractor's operations, including but not limited to, premises, products, and personal injuries. Said policy shall be expanded to include contractual liability assumed under the Agreement with respect to bodily injuries, personal injuries, and property damage. Policy shall include the Hartnell Community College District, its Board of Trustees, officers, employees, and agents as additional insured and shall stipulate that no other insurance affected by District will be called on to contribute to a loss covered thereunder. Said policy shall cover loss or liability for damages for bodily injury, personal injury, death, or property damage for a single limit of not less than One Million Dollars (\$1,000,000) applying to bodily injuries, personal injuries, and damages in any one occurrence.

Policy shall provide that written notice of cancellation or of any material change therein, shall be delivered to Support Operations, Hartnell Community College District, 411 Central Avenue, Salinas, CA 93901, by the issuing company within thirty (30) days in advance of the effective date thereof. Contractor shall increase the aforesaid limit upon the written demand of the Chief Business Officer of the District provided that such increase is found reasonable and necessary by the District.

A certificate of insurance showing the required coverage and the endorsement of additional insured shall be delivered to the District prior to the Contractor's commencing service of this Agreement. On the

renewal anniversary of said policy, if the term of the Agreement has been extended, District will accept a certificate of insurance from the insurance company indicating that the policy has been renewed without change.

## **XI. INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless the District, its Board of Trustees, officers, employees, and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on District, its Board of Trustees, officers, employees, and/or agents except to the extent that such claim, loss, damage, injury, or liability is the result of the sole negligence or sole willful misconduct of District, its Board of Trustees, officers, employees, and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its Board of Trustee, officers, employees, and agents from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.

## **XII. AGREEMENT**

It is understood and agreed that if written notice of the acceptance of this proposal is delivered to the undersigned after the opening and within the time this proposal is required to remain open, or at any time thereafter, the Contractor will execute and deliver to the District a signed Agreement in duplicate which is to be provided by the District and that the contract shall commence by the Contractor on the date stated in the Agreement.

### **(a) Default and Termination**

Either party shall have the right to immediately terminate the Agreement prior to expiration upon a material breach of the terms or conditions as specified if not cured within thirty (30) days after written notice of the breach to the breaching party and shall be determined a material default. The rights of termination are not exclusive and are in addition to any other rights available to either party in law or equity.

### **(b) Confidentiality**

Except as may otherwise be required by law or legal process, neither this proposal nor the final Agreement terms and conditions shall be disclosed to any third party.

### **(c) Assignment**

Neither the successful Contractor nor the District will assign, subcontract, or transfer any of its rights or obligations under the Agreement to a third party without prior written consent of the other party.

### **(d) Insurance**

The successful Contractor shall maintain Workers' Compensation self-insurance in compliance with the provision of the Labor Code of the State of California and during the full term of the Agreement, will continue to provide Workers' Compensation insurance for all their employees.

### **(e) Hold Harmless**

District agrees to defend, indemnify, and hold harmless Contractor, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

The successful Contractor agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Contractor in the performance of this Agreement.

(f) Entire Agreement

The Agreement entered into by the successful Contractor and the District shall contain the entire understanding and agreement between the two parties and supersedes all other Agreements between the parties respecting such.

(g) Amendment

Any Amendment to the Agreement entered into by the Contractor and the District shall be in writing only and signed by both parties.

### **XIII. BIDDER AS INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, District shall not be responsible for payment of unemployment insurance, workers' compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor's sub-contractors.

### **XIV. ASSIGNMENT**

This Contract or any interest therein may not be assigned without prior approval of the District.

### **XV. GOVERNING LAW**

Any Agreement or Contract between the District and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said Agreement or Contract shall be in Monterey County, California.

## APPENDIX A

### NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY FIRM AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (printed name), being first duly sworn, state that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (Firm Name), the party submitting the foregoing response.

In connection with the response, the undersigned declares, states, and certifies that:

1. The response is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation.
2. The response is genuine and not collusive or sham.
3. The firm has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other respondent or anyone else to put in sham response, or to refrain from responding.
4. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other respondent, or to fix any overhead, profit or cost element of the response price or that of any other respondent, or to secure any advantage against the public agency awarding the contract or of anyone interested in the contract.
5. All statements contained in the response and related documents are true.
6. The firm has not, directly or indirectly, submitted a rate(s) 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham response.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, at \_\_\_\_\_, California.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Phone Number