

**Request for Proposal** 

for

**MARKETING and CREATIVE SERVICES** 

Proposal Due Date – 2 p.m., Monday, March 28, 2022

4525 Education Park Drive Schnecksville, PA 18078 610-799-2121

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## Introduction

Lehigh Carbon Community College (LCCC) is initiating a process for the selection of a vendor to provide the College with Marketing & Creative Services. The College is requesting written responses to this proposal. The proposals are due by 2 p.m., Monday, March 28, 2022. No proposals will be accepted after the proposal date.

The Request for Proposal (RFP) is part of a competitive process which will be undertaken in order to serve the College's best interests and provide vendors with a fair opportunity for their professional services to be considered. Representatives from the College will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications. The final determination will be based on the proposal which, in the opinion of the selection committee and the College, best serves the interest of the College. The College reserves the right to reject any and all proposals or select a single item from any proposal.

### <u>Timeline</u>

Request for Proposals issued Deadline to submit questions Proposal Due Date Finalists selected and invited to present Finalists meet with selection committee Recommendation to Finance & Facilities Committee Approval of Board of Trustees Contract begins Monday, February 21, 2022 2 p.m., Fri., March 18, 2022 2 p.m., Monday, March 28, 2022 Monday, April 11, 2022 Week of April 25, 2022 Monday, May 16, 2022 Thursday, June 2, 2022 July 1, 2022

## **Contact Information**

Questions concerning the RFP should be directed to: Susan Lindenmuth, Purchasing & Contracts Manager <u>slindenmuth@lccc.edu</u> Phone: 610-799-1151 Fax: 610-799-1566

### **General Instructions for Proposal**

- a) <u>Proposal Content</u>-A completed proposal must contain the following:
  - Appendix A-Requirements of Proposal/Scope of Work (responses required)
  - Appendix B-Proposal Form-completed by an individual authorized to bind the vendor. All proposals submitted without proposal form may be deemed inadequate.

- Appendix C-Non collusion Affidavit
- b) <u>Term & Renewal</u>-The term of the Contract shall be for three years (July 1, 2022-June 30, 2025). The College reserves the right to extend the contract on a year-by-year basis if mutually agreed to by vendor.

### Submission of Proposal

Written proposals are to be received no later than 2 p.m. on Monday, March 28, 2022, at the office of the Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA 18078, (Attention: Ms. Susan Lindenmuth). One (1) paper copy and a thumb drive of the proposal must be in a sealed envelope marked "Marketing & Creative Services Proposal." Electronic files will not be accepted.

### **General Information**

Lehigh Carbon Community College is a community college with the main campus in Schnecksville, Pa., and sites in Tamaqua and Allentown, Pa. Classes in the aviation program are offered at the Lehigh Valley International Airport. The college was founded in 1966 and offers associate's degrees and certificates, as well as workforce training and community education. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs.

Student enrollment for 2020-21 was 8,979 credit and 2,805 noncredit/workforce students.

## Appendix A Scope of Work

#### Background

Since its inception in 1966, Lehigh Carbon Community College has touched thousands of lives. From associate's degrees and certificates to workforce training and community education, LCCC's influence in the region has been profound. Whether students are taking their first two years of their bachelor's degree, preparing for immediate employment or just exploring a new interest, LCCC offers programs for everyone, including more than 90 degrees, certificates and specialized programs. In addition to academics, programs include custom training for business through the Center for Leadership and Workforce Development. LCCC has four sites – main campus in Schnecksville, the Donley Center in Allentown, the Morgan Center in Tamaqua and the Lehigh Valley International Airport.

#### **Advertising and Marketing History**

LCCC has utilized a variety of media outlets to deliver its multi-faceted message. Advertising plans have ranged from traditional media, including billboards, radio, newspaper and direct mail, to new media options such as social media and other online advertising methods. Traditional media are still used for event-driven marketing, while online vehicles have been favored to promote branding, individual programs and services.

The college's mission is to provide affordable, accessible and high quality education. New marketing strategies must be continuously developed to meet emerging challenges. In addition, expanding technologies, shifting students' needs and behaviors and evolving demographics demand that more sophisticated, targeted, flexible marketing practices be developed.

#### Goals

The college is seeking a long-term partner to provide direction towards reaching our marketing and advertising goals, and toward achieving the ultimate goal of increasing enrollment at LCCC. Consultation on other areas related to communications and marketing will also be sought, on an as-needed basis. Responding agencies will help guide creative direction to market the College and encompass the brand strategy.

Our primary target is prospective students and their parents, high schools in the three-county service region (Lehigh, Carbon and Schuylkill counties), adult students, workforce, etc.

### Goals of the partnership include:

- To elevate LCCC's brand positioning in its market.
- To recommend a strategic direction and tactics, to include digital, broadcast, print, outdoor, direct, email blasts and other collateral. (Do not include costs of the media itself; those are included in the college's media budget.)
- To promote LCCC's various educational opportunities throughout its market areas to multiple target audiences, making it the college of choice.
- To develop strong advertising that further enhances LCCC's brand equity in the community.
- To provide guidance and insight to other marketing activities to ensure consistency across all marketing platforms including, but not limited to, marketing and publications, and the College's online presence.
- To increase new student leads and inquiries that feed into the Admissions funnel and result in an increased market penetration in our service areas in Lehigh, Carbon and Schuylkill counties.

The expected increase will be determined in partnership with Admissions, College Relations and agency.

#### **Project Elements**

The successful vendor will deliver the following:

#### **Creative Services**

Develop appropriate messaging (i.e. tagline, advertising phrase) and design theme to appeal to target markets in an annual advertising campaign. Design and theme recommendations should advance and solidify the college's brand and enable it to continue to compete strongly in a competitive marketplace;

Creative strategy and annual ad campaign should be able to be deployed across a variety of media, including print, out-of-home, video, broadcast and digital, as well as the website, and can be used for internal marketing collateral by college designers.

Provide recommendations and creative guidance on related collateral such as video production (used for TV spots, streaming video, student testimonials on social, etc.), photography, website design, etc.

#### Marketing

Develop an integrated advertising and marketing strategy that encompasses general marketing of the college, plus targeted marketing for 3-5 priority program areas, which are selected annually;

Provide recommendation and guidance to the college in regards to appropriate marketing mix and keep abreast of emerging platforms and media;

Marketing and advertising plans should encompass traditional methods (print, radio, broadcast, outdoor, etc.), with a significant portion dedicated to digital marketing and related landing pages. (Currently, the media placement budget for annual media contracts is over \$280,000, encompassing print, TV, streaming and online/digital, out-of-home, radio, etc. This does *not* include additional funds allocated to printing, local/high school advertising and sponsorships, ads in printed local educational guides, miscellaneous contracted services);

Provide integrated digital marketing that includes paid digital marketing strategy and execution, paid social media strategy and execution, search engine optimization, etc. Key deliverables regarding total leads, target for goal completions, etc. will be determined;

Serve as college's agency for outreach to media for advertising rate negotiations, recommendations, ad placement and contract completion.

Propose and execute an annual media advertising campaign to drive enrollment, including planning, buying, negotiating and trafficking. Please note the media spend is not part of this proposal;

Advertising strategy will include working with LCCC team to assess opportunities and challenges to increase inquiries and then identify and recommend a strategy for LCCC's paid advertising campaign;

At a minimum, provide internet marketing analysis and recommendations on a monthly basis;

Monthly meetings will be held with key members of College Relations team and successful agency to check progress on goals and make necessary adjustments.

Please note that market research is not part of the scope of this proposal.

#### **Criteria for Evaluation**

While the cost of services is an important factor, low cost is not the final determining criterion for success. Other criteria include:

- 1. Understanding of and ability to meet stated goals and objectives
- 2. Familiarity with the college's service region and targeted audiences in order to strategically differentiate the LCCC brand in the competitive marketplace
- 3. Experience in higher education and/or relevant marketplace is a plus, but not a requirement
- 4. A creative vision to address LCCC challenges and strengths. Ability to graphically represent LCCC and its important messages.
- 5. Understanding of community college challenges.
- 6. Background, credentials and expertise of assigned project team.
- 7. Experience executing and optimizing complex digital marketing campaigns across multiple channels, involving multiple product or degree offerings.
- 8. Experience negotiating with media companies and placing media buys
- 9. Creative successes, client referrals, samples, contemporary technology capabilities, and ability to develop strategy for moving the college forward and maintaining a strong brand image.

#### Proposal Should Include

Structure proposal to follow the required elements below. Agencies should include a proposal that responds to the following:

- Provide an overview of your agency, including full contact information, years in business, expertise of principals, any awards and accolades, and successful campaigns and products.
- Summarize the resources you would assign to your relationship with LCCC, including information on members of the team who will be assigned the project, with background on projects related to the scope of work.
- List any prior or current clients in the higher education field (experience does not have to be in higher education, but showing similarities will be helpful). You may be asked to provide references from these clients.
- Include relevant examples of work for equivalent clients.
- Explain how projects will be tracked and managed project management software or other.
- Include anticipated outsourcing for services, with specifics on what those are.
- Specify the compensation method (project by project, retainer, lump sum, hourly, etc.) and proposal costs. Do not include the cost of media buys.
- Submit pricing chart with proposed price for contract requirements. Include media commission, if any. Include ala carte pricing, if appropriate.
- Any inquiries about the RFP should be directed to Susan Lindenmuth at SLindenmuth@lccc.edu.

• Deadline for questions is Friday, March 18, 2022

### **Pricing Chart**

Please include your proposed price for each of the following requirements in the right-hand column. In the "Other Services" row, provide a proposed price for any other functionality or service your company can provide that is not included in the scope of work, and include a description of those services in the proposal report.

	Year 1	Year 2	Year 3
Development of creative theme and concept for annual ad campaign. Include any additional costs for deployment of theme in specific advertising mediums or include in ala carte pricing below			
Project management fee			
Advertising plan strategy development and media buying services (include commission if applicable)			
Management of digital marketing strategy, SEO/SEM, online marketing and automation			
Ala carte pricing as appropriate, if not included in pricing above: Billboard design Transit advertising Radio script writing and production Video production (TV spots, promotional video, streaming video) Design of print ads Design of digital ads Photography Copy writing			
Miscellaneous			
Other Services			
Please include detail.			

### **Selection Process**

• The top 3-5 agencies will be asked to meet with the review committee either in person or virtually to discuss their proposal, share ideas for marketing strategy, and share a range of design concepts and marketing solutions from a variety of clients that will demonstrate the

agency's qualifications for this project. Invited agencies will *not* be expected to present original campaign concepts at this meeting. Meetings will be scheduled the week of April 25, 2022.

• Upon review and approval of the Board of Trustees, a contract will be awarded for the fiscal year beginning July 1, 2022.

# Appendix B VENDOR PROPOSAL FORM

### TO: LEHIGH CARBON COMMUNITY COLLEGE

Non collusion Affidavit

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NA	ME:			
ADDRESS:				
AUTHORIZED	SIGNATURE:			
PRINTED NAM	E:			
Verify receipt	of:		Date Received	
			Date Received	
		Addendum No	Date Received	
Checklist:	Responses to Vendor Propo	Requirements of Prop sal Form	osal	

### Appendix C NON COLLUSION AFFIDAVIT

State of\_\_\_\_\_:

County of \_\_\_\_\_: s.s.

I state that I am the \_\_\_\_\_\_(Title) of \_\_\_\_\_\_(Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this proposal.

I state that:

- 1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
- 2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submissiondate.
- 3. No attempt has been made or will be made to induce any firm or person to refrain from proposingon this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- 4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- 5. \_\_\_\_\_\_(Name of Firm) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:

I state that \_\_\_\_\_\_(Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

SWORN TO AND SUBSCRIBED BEFORE ME THIS\_\_\_\_\_DAY OF

, 20\_\_\_\_

(Signatory's Printed Name)

Notary Public

My Commission Expires

(Signatory's Title)

### **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the XX day of XXXXXX, by and between LEHIGH CARBON COMMUNITY COLLEGE, with its principal office at 4525 Education Park Drive, Schnecksville, PA 18078, (the "College"), and XXXXX, of XXXXX (the "Contractor").

### **BACKGROUND**

WHEREAS, Contractor has extensive expertise and training inXXXXXX; and

**WHEREAS,** the College desires to engage Contractor to provide XXXXXXX to the College upon the terms and conditions set forth herein; and

WHEREAS, Contractor is willing to provide XXXXXX to the College upon the terms and conditions set forth herein.

**NOW, THEREFORE,** the parties, intending to be legally bound, and in consideration of the mutual covenants and promises contained in this Agreement, do hereby agree as follows:

1. <u>RECITALS.</u> The recitals set forth above are incorporated herein as if fully set forth at length.

2. <u>SERVICES.</u> Contractor hereby agrees to be retained by the College, as an independent contractor, to provide XXXXXX to the College as set forth on Schedule "A" attached hereto and incorporated herein.

A. Contractor shall supply, at Contractor's sole expense, all equipment, materials and/or supplies required to perform the duties and responsibilities of Contractor hereunder, and shall determine, in Contractor's discretion, but subject to the rules and requirements of the College, the times, daily schedule, itinerary and hours Contractor shall devote to the duties of Contractor hereunder.

B. Contractor hereby represents and warrants to the College that Contractor has, and will at all times hereunder have, the requisite certifications, expertise, experience, personnel and equipment to perform the services required hereunder.

3. <u>COMPENSATION.</u> The Contractor's compensation for services rendered hereunder shall be as set forth on Schedule "B" attached hereto. Contractor shall not be entitled to reimbursement for any expenses incurred by Contractor in performing Contractor's services hereunder except for those expressly set forth on Schedule "B" attached hereto.

### 4. <u>TERM AND TERMINATION.</u>

A. <u>Term.</u> The term of this Agreement shall commence on XXXXXXX and end on XXXXXXXX unless otherwise terminated by either party in accordance with this Agreement.

B. <u>Termination</u>. The College or the Contractor may terminate this Agreement by giving the other party at least sixty (60) days prior written notice of such termination. Upon termination hereunder, all obligations, duties and responsibilities of the parties shall immediately cease except as follows: (1) the College shall remain obligated to pay any compensation earned by Contractor prior to the date of termination; and (2) any obligations, promises or covenants in this Agreement that are expressly made to extend beyond termination of this Agreement shall remain in effect.

5. <u>AFFIRMATIVE COVENANTS OF CONTRACTOR</u>. During the term of this Agreement, Contractor shall:

A. Provide and perform the services required of Contractor hereunder in accordance with all federal, state and local laws and regulations;

B. Identify Contractor as being an independent contractor associated with the College; and

C. Maintain and keep current all licenses and certifications necessary for Contractor to provide and perform the services required of Contractor hereunder.

6. <u>CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.</u> Contractor represents and warrants to the College that: (a) there are no restrictions, by law, regulation, or otherwise, which would prevent or make unlawful Contractor's execution of this Agreement, Contractor's engagement hereunder or the performance of Contractor's services hereunder; (b) Contractor's execution of this Agreement and Contractor's engagement hereunder do not constitute a breach of any other contract, agreement or understanding, oral or written, to which Contractor is a party or by which Contractor is bound; and (c) Contractor's duties contemplated hereby. Contractor hereby agrees to indemnify, defend and hold harmless the College from and against all claims, judgments, losses, damages, settlements, costs and expenses incurred or suffered by the College as a result of a breach by Contractor under this Section.

7. <u>INDEPENDENT CONTRACTOR.</u> It is hereby understood and agreed that Contractor in performing the services pursuant to this agreement is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, joint venture, or employee of the College. Contractor shall be solely responsible to pay all employment taxes, all withholdings, unemployment compensation contributions and other employment related matters applicable to any of Contractor's employees. Notwithstanding the foregoing, Contractor shall devote the appropriate amount of time necessary to provide the services described herein, and will operate within the rules and policies of the College as may be amended from time to time. Contractor shall maintain such child abuse history and/or criminal history background checks for Contractor, and any other individuals who may be providing services to the College pursuant to this Agreement, as may be required by the College and by Pennsylvania law. The College acknowledges that as an independent contractor, Contractor may, during the term of this Agreement, be engaged in other business activity rendering the same or similar services to other organizations.

8. <u>INDEMNIFICATION.</u> Contractor hereby agrees to defend, indemnify, protect and hold harmless the College from and against any and all claims, suits, damages and liabilities of any kind arising as a result of, or caused by, the negligence of Contractor, Contractor's agents, officers, employees or contractors, and/or the breach by Contractor of any of Contractor's obligations hereunder.

9. <u>INSURANCE.</u> Contractor shall at all times hereunder maintain general liability insurance of not less than \$1,000,000.00 combined single limit coverage, and professional liability insurance of not less than \$1,000,000.00 combined single limit coverage, with the College and its employees listed on each such insurance policy as additional named insureds. Prior to commencement of the term of this Agreement, and thereafter upon reasonable request, Contractor shall provide the College with a Certificate of Insurance reflecting the aforesaid insurance coverage requirements. Contractor shall notify the College in writing within thirty (30) days of any change in said coverage, and within three (3) business days of receiving any notice of termination of said coverage.

CONFIDENTIALITY. Contractor acknowledges and agrees that this Agreement 10. creates a relationship of confidence and trust on the part of Contractor for the benefit of the College. During the term of this Agreement, Contractor may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the College, including but not limited to education records, and Contractor acknowledges that the College would not have entered into this Agreement unless it were assured that all confidential information would be held in confidence by Contractor for the sole benefit of the College. Therefore, during the term of this Agreement and at all times thereafter, Contractor will keep all of such confidential information in confidence and will not disclose any of the same to any other person, except to such persons designated in writing by the College. Contractor will not cause, suffer or permit the confidential information to be used for the gain or benefit of any party other than the College, or for Contractor's personal gain or benefit outside the scope of Contractor's engagement by the College hereunder. The Contractor shall take all reasonable action that the College deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the College's interests in, such confidential information.

A. Contractor acknowledges and agrees that any and all technologies, documents, lists, software, systems, disks, tapes, designs, inventions, processes, enhancements, improvements, theories, discoveries, materials and/or creations, whether or not confidential information, made or created, in whole or in part, by Contractor, in the course of or relating to

Contractor's engagement with the College (individually a "Creation" and collectively "<u>Creations</u>") were, are and shall each be treated as and shall remain a "work for hire" by Contractor for and on behalf of the College.

Contractor shall and does hereby unconditionally and irrevocably assign to Β. the College any and all right, title and interest that Contractor, had, has and/or from and after the date hereof may have in or to any of such Creations, without any additional compensation, and free of any and all liens, interests and/or encumbrances of any form, nature or type. Upon discovery and/or conception of any Creation, Contractor shall, at the request and cost of the College, sign, execute, make and deliver any and all such deeds, assignments, documents and other instruments, and do any and all such acts and things, as the College may reasonably require, (i) to apply for, obtain and/or vest in the name of the College alone (unless the College otherwise so directs in writing) letters, patent, copyrights and/or any other analogous protection in the United States of America or any other country; and, when and as so obtained or, vested, to renew and restore the same; and (ii) to defend any opposition proceedings in respect of any such applications and any opposition proceedings or petitions or applications for revocation of any such letters patent, copyright and/or other analogous protections. Contractor further covenants and agrees that the compensation and benefits to which Contractor may be entitled pursuant to this Agreement includes payment for Contractor's assignment of any and all such rights, title and interests to the College, including any and all copyrights, patent rights, patent applications, and any and all other intellectual property rights of Contractor in and to any of the Creations.

11. <u>SURVIVAL.</u> Sections 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.

## 12. <u>MISCELLANEOUS.</u>

A. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the College, its successors and assigns, and upon Contractor, Contractor's successors, heirs, executors, administrators and legal representatives.

B. <u>Controlling Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

C. <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written consent of the other party.

D. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, or commitments between the parties. This Agreement may only be modified by a written agreement signed by both parties hereto with the approval of the Board of Directors of the College.

E. <u>Notices</u>. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered (i) in person, or (ii) by nationally recognized courier including (but not limited to) FedEx, UPS or USPS via a delivery confirmation service, to the

parties at the addresses first set forth herein, or at such other address as either party may designate in writing. All notices hereunder shall be deemed delivered when received by the party to whom it was sent.

F. <u>Waiver</u>. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach by said party.

G. <u>Headings</u>. The headings of the Sections herein are for reference only; they form no part of this Agreement and shall not in any way affect its meaning or interpretation.

H. <u>Execution and Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

I. <u>Budget Approval</u>. The College obligation hereunder is subject to approval by its Sponsor of the annual budget. The College covenants to include in its annual budget for approval for the term hereof the amounts payable hereunder. The College does not guarantee approval of the budget.

J. <u>Conflicts</u>. In the event of a conflict between the terms of this Agreement and the terms set forth on any attachment or schedule, the terms of this Agreement shall prevail.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the day and year set forth above.

## **COLLEGE:**

## LEHIGH CARBON COMMUNITY COLLEGE

By:\_\_\_\_\_

Title: \_\_\_\_\_

Date:

# **CONTRACTOR:**

By:	 		
Title:			

Date: \_\_\_\_\_



SCHEDULE "B" FEES