

**Learning Community
Invitation Letter
RFP: Marketing and Communications Services**

The Learning Community of Douglas and Sarpy Counties (the “Learning Community”) is seeking a new marketing and communication agency and is requesting proposals through the request for proposal process (“RFP”) described in the attachments to this letter. The Learning Community hereby invites proposals (“Proposals”) from organizations interested in providing marketing and communication services.

Please carefully review this letter and all attachments. Proposals must be addressed to Bradley Ekwerekwu and submitted no later than 4:00 p.m. (Central Time) on **December 31, 2021**, via the following email address: **bekwerekwu@learningcommunityds.org**

The Learning Community will conduct a question-and-answer session and tour on **Wednesday, December 1, 2021 at 10AM CST** as described below. This is the only time questions will be answered regarding the RFP and Proposals, so applicants are strongly encouraged to attend. Questions received at the above email address prior to 4:00 p.m. (Central Time) on **Monday, November 29, 2021** will be compiled and answered during the teleconference.

It is anticipated that a contract could be awarded as early as **February 17, 2022**.

Sincerely,

Bradley Ekwerekwu
Chief Executive Officer, Learning Community of Douglas and Sarpy Counties

Learning Community Request for Proposal Guidelines and General Conditions

These Request for Proposal Guidelines and General Conditions (“Proposal Guidelines”) govern the completion and submission of all Proposals submitted in response to the RFP. All required aspects of the narrative and all relevant attachments must be completed and the Proposal must be signed by an authorized representative of the applicant. The Learning Community reserves the right to accept or reject any or all Proposals, or any part thereof, and to waive any technicalities. Without limiting the foregoing, failure to submit any information or documentation required by these Proposal Guidelines may be sufficient grounds for rejection of a Proposal. Proposals that attempt to change, modify or add additional terms and conditions to these Proposal Guidelines by conditioning a Proposal response on the acceptance by the Learning Community of contract terms attached to a Proposal, or referencing therein certain contract terms on a web site, may be rejected by the Learning Community.

1. **Mission of the Learning Community.** Together with school districts and community organizations as partners, the Learning Community demonstrates, shares and implements more effective practices to measurably improve educational outcomes for children and families in poverty.

2. **Eligibility.** Public and private organizations who have experience with professional marketing, branding, and communication services are eligible to respond to the RFP.

3. **Scope of Services.** The Learning Community is seeking a full-service marketing and communications organization to provide comprehensive, strategic marketing and communications services on an as-needed basis. This will include developing and providing a variety of promotional, publicity, and advertising plans and informational materials consistent with specifications provided by the Learning Community.

4. **Conflicts of Interest.** Applicable laws and Learning Community policy may limit the Learning Community’s ability to contract with organizations in which Learning Community Coordinating Council Members or Learning Community employees have financial interests or family relationships that could give rise to a conflict of interest. Please carefully review the attached Conflict of Interest Policy (attached as Exhibit “A”) prior to submitting a Proposal to determine whether such a conflict may exist. The Learning Community will make the determination, in its sole discretion, of the existence of an actual or potential conflict of interest, and such determination shall be final.

5. **Proposal Submission Deadline.** Proposals must be no longer than five (5) pages and must be received via the email address below, no later than 4:00 p.m. (Central Time) on **December 31, 2021**. Proposals should be sent to Bradley Ekwerekwu, Chief Executive Officer of the Learning Community, at **bekwerekwu@learningcommunityds.org**. Proposals sent in any manner other than through the email address provided will not be reviewed.

6. **Meeting / Questions.** Questions regarding the RFP or Proposals may only be submitted via email to: **bekwerekwu@learningcommunityds.org**. The Learning Community will conduct a tour of the Learning Community and a question-and-answer session on **December 1, 2021 at 10AM CST**. This is the only time questions will be answered regarding the RFP and Proposals, so applicants are strongly encouraged to attend or to send a representative. Questions received at the above email address prior to **December 29th, 2021** at 4:00 p.m. (Central Time) will be compiled and answered at the question-and-answer session.

7. **Corrections / Withdrawals.** Correction of a Proposal may be made by an applicant prior to 4:00 p.m. (Central Time) on **January 7, 2022**. Any corrections to a Proposal must be submitted

electronically to bekwerekwu@learningcommunityds.org and include "CORRECTION" in the subject line. Proposals may only be withdrawn by written notice received by the Learning Community prior to 4:00 p.m. (Central Time) on **December 31, 2021**.

8. **Timeline Following Submission.** The Learning Community will be in contact with final applicants by **January 10, 2022** to ask any additional questions. It is anticipated that an engagement could begin as soon as **January 10, 2022**. The anticipated engagement period will run through **February 11, 2022**, with an option for the Learning Community to renew an agreement based on performance.

9. **Award.** Approval of a Proposal by the Learning Community does not constitute a contract between the Learning Community and the bidder, and no contract shall be deemed created, nor shall the Learning Community be obligated in any manner to the applicant, until such time as a contract is executed by the Learning Community.

10. **No Assignment.** The organization awarded the contract shall not assign, delegate or transfer the contract, or any interest or obligation therein, in whole or in part to any other person or entity without the prior written consent of the Learning Community.

11. **Subcontracting.** If an applicant intends to utilize subcontractors for the performance of any services, the applicant must state such intention in the Proposal. The Learning Community shall have the right to prior review and approval of any such subcontractors. Any approved subcontractor shall meet all requirements of the contract and be the direct responsibility of the applicant.

**Learning Community
Proposal Narrative
Marketing and Communications Services**

1. Organizational History and Capacity (2.5 pages maximum).

a. Provide relevant background on your organization with details on capacity and qualifications that includes:

i. Experience during the last three years that is similar to the work described in the Scope of Services, or any other work that the applicant believes would be relevant in evaluating the applicant's capabilities to perform the work;

ii. Evidence of any extraordinary projects or problems or both encountered during performance of such contracts and describe the complexities and innovative approaches used to solve such problems;

iii. Evidence of successful relationships with community members, particularly from those diverse racial, ethnic, and language backgrounds;

iv. Evidence of the development of high quality communication materials including brochures, websites and press releases;

v. Evidence of the participation of women and minorities in the applicant's organization;

vi. Evidence of successful fiscal management of similar types and sizes of engagements;

vii. Evidence of strong cyber security measures sufficient to protect the Learning Community's data;

viii. Evidence of any awards or recognitions the applicant has received as it relates to its provision of marketing or communication services; and

ix. Certification that the Learning Community's accepting your Proposal will not create an actual or potential Conflict of Interest, as defined in the Learning Community's Conflict of Interest Policy (attached).

2. Personnel and Pricing

a. Provide personnel and pricing information which includes, without limitation:

i. A listing of the individuals from the organization who will be involved in the engagement and their respective responsibilities, and brief biographical data on each individual; and

ii. The hourly rates (or other proposed fee arrangement) of all individuals that may provide services to the Learning Community identified in your response to the above. The Learning Center strongly encourages alternative fee proposals, including those incorporating fixed fees, and retainer arrangements; and

iii. A description of how the applicant will ensure the services will be provided in a thorough, effective, and timely manner.

3. Proposal Attachments.

a. Please attach the following to the Proposal:

i. Statement of support letter from your organization's leadership (e.g. CEO and Board of Directors);

ii. Letters of Support from previous or current clients (at least three (3), but not more than five (5) letters); and

iii. Evidence of insurance or insurability for:

(1) Commercial General Liability Insurance providing coverage to your organization (naming the Learning Community as additional insured, with a waiver of subrogation by your organization and your insurer in favor of the Learning Community) on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury;

(2) Sexual Abuse & Molestation coverage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate;

(3) Professional Liability Insurance with a limit of not less than \$1,000,000 per occurrence;

(4) Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired, and non-owned automobiles used by the organization, its employees, agents or representatives in conducting the marketing and communication services;

(5) Workers' Compensation Insurance covering the organization and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of the organization and Employer's Liability Insurance with limits of not less than \$100,000 per accident, \$100,000 per person per disease, and \$500,000 per disease (including a waiver of subrogation by the organization and its insurer in favor of the Learning Community); and

(6) Umbrella / Excess Insurance with limits of not less than \$4,000,000 per occurrence which shall provide liability coverage in excess of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability insurance policies.

Attachments:

- Exhibit A: Conflict of Interest Policy

EXHIBIT A – CONFLICT OF INTEREST POLICY

Learning Community Conflict of Interest Policy

Conflicts of Interest

Contracts

No Council Member may have an interest in any contract to which the Coordinating Council, or anyone for its benefit, is a party unless certain requirements are met. This section only applies when the Council Member or his/her parent, spouse or child has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

The Coordinating Council may enter into a contract if the contract is an agenda item at a Coordinating Council meeting and if the Council Member: (i) makes a declaration on the record to the Coordinating Council regarding the nature and extent of his or her interest prior to official consideration of the contract; (ii) does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of Council Members declaring an interest in the contract would prevent the Coordinating Council, with all Council Members present, from securing a quorum on the issue, then all Council Members may vote on the matters; and (iii) does not act for the Coordinating Council as to inspection or performance under the contract in which he or she has an interest.

An open account for the benefit of the Coordinating Council with a business in which a Council Member has an interest shall be deemed a contract for purposes of this policy.

Employment of Family member of Council Member or Supervisor and Employment of Council Member.

A Council Member, administrator, or other Learning Community employee with supervisory responsibilities may employ or recommend or supervise the employment of an immediate family member if: (i) the person does not abuse his/her official position; (ii) the person makes full disclosure on the record to the Coordinating Council and a written disclosure to the person in charge of keeping records for the Coordinating Council; and (iii) the Coordinating Council approves the employment or supervisory position.

Immediate family member shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

For purposes of this policy, "abuse" of official position shall include, but is not limited to, employing an immediate family member (i) who is not qualified for an able to perform the duties of the position; (ii) for any unreasonably high salary, or (iii) who is not required to perform the duties of the position.

No Council Member or employee shall terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

No Council Member or employee shall employ an immediate family member without first having made reasonable solicitation and consideration of applications for such employment; (ii) who is not qualified for an able to perform the duties of the position; (iii) for any unreasonably high salary; (iv) who is not required to perform the duties of the position.

This section does not apply to an immediate family member of a Council Member or Learning Community employee who was previously employed in a position subject to this section prior to the election or appointment of the Council Member or employee or was employment in a position

Other than Contracts or Employment

Council Members shall abstain from voting on matters on which they may have a conflict of interest. Any Council Member who would be required to take any action or make any decision in the discharge of his/her duties that may cause financial benefit or detriment to him/her, a member of his/her immediate family, or a business with which he/she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner: (i) prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and (ii) deliver a copy of the statement to the Political Accountability and Disclosure Commission and to the Secretary of the Coordinating Council who shall enter the statement into the public records of the Learning Community. The Council Member shall take such action as the Political Accountability and Disclosure Commission shall advise or prescribe to remove himself/herself from influence over the action or decision in the matter. The provisions of this paragraph shall not prevent a Council Member from making or participating in the making of Learning Community-related decision to the extent that the individual's participation is legally required for the action or decision to be made. In such event, the Council Member shall report the occurrence to the Political Accountability and Disclosure Commission.

Except as defined by law and these Policies and Procedures, the conflict of interest of a Council Member shall not prevent a Council Member from serving on the Coordinating Council or restrict the hiring or purchasing practices of the Learning Community.

Reporting Conflicts of Interest

Any Council Member who has a direct or indirect interest in a formal contract entered into with the Learning Community, or an open account, shall provide the Secretary of the Coordinating Council with the following: (i) the names of the contracting parties; (ii) the nature of the interest of the Council Member; (iii) date that the contract was approved by the Coordinating Council; (iv) amount of the contract; (v) basic terms of the contract. Such information must be provided no later than ten (10) days after the contract has been signed by both parties. Such information shall be kept on a ledger, and shall be retained in the ledger for five (5) years from the date of the last day in office of the Council Member. The ledger shall be available for public inspection during normal working hours.

In the case of open accounts, the above information shall be filed within ten (10) days after the account is opened and thereafter the interested officer shall file a revision to the statement within ten (10) days of each payment on the account specifying the date and amount of the payment.