REQUEST FOR PROPOSALS (RFP) No. 16-1002:
BOND CAMPAIGN AND STRATEGY CONSULTANT

INFORMATION AND INSTRUCTIONS

Overview

The Long Beach Community College District Board of Trustees has approved hiring a qualified firm to explore the possibility of moving forward with an additional General Obligation Bond Campaign in 2016. The work scope assigned to the successful firm includes the following:

- Consult on the planning and readiness activities needed for the District to embark on the Bond study;
- Review and provide recommendations regarding District’s existing facility need summaries;
- Oversee strategic demographic assessment of community and development of an enriched database of voters for pre-electoral communications;
- Oversee development of a public opinion survey and analysis of results to determine issues critical to District voters;
- Evaluate District’s existing and previous public communications and provide strategic recommendations for building a public information program to enhance community awareness of college facility’s needs;
- Coordinate activities of District’s financial advisor/underwriter, bond counsel, and District personnel, as required relative to placing a local college facilities bond measure on the ballot;
- Review of the resolutions prepared by the District’s bond counsel;
- Recommendations to District on optimal tax rate, amount of bond, projects to include and timing of election;
- Final review of the District’s Prop 39 Bond Project List to ensure it is defensible, clear and makes sense to local voters;
- Development and oversight of a marketing and advertising campaigns to support the bond project, including but not limited to: outreach mailers, phone outreach campaigns, social media outreach campaigns, print media outreach, radio/television outreach, and print media;
- Preparation of the official 75-word Ballot Statement, and 300-word Ballot Argument in Favor.

If additional information is required regarding the work to be completed, proposers are invited to email Alan Moloney at amoloney@lbcc.edu. All updates to this RFP will be posted to the District’s website at: http://www.lbcc.edu/ContractsMgmt/CurrentSolicitations.cfm. No notices of updates will be emailed to any perspective firms and it is the responsibility of each firm to keep current throughout the RFP process.
Proposal Instructions

Proposals may be prepared in letter format and are to be submitted as directed in the transmittal letter that accompanies this RFP. Proposals shall contain the following:

1) A statement signed by an officer of the consulting firm declaring the proposer's interest in contracting with the District for the specified services and why the proposer feels they are uniquely qualified;

2) A description of the proposing firm, including legal form (sole proprietorship, partnership, corporation/state of incorporation), date of founding, location, number of employees, etc.;

3) A description outlining the proposed team who will be assigned to the engagement if the firm is chosen. Please describe any special qualifications or credentials possessed by the team or other members of the proposing firm, particularly those that distinguish the firm from its competitors;

4) A list of relevant Bond Campaign and Strategy consulting engagements within California completed by your firm and include: month and year the work was performed, name or other description of the clients, descriptions of the work performed, outcomes of elections, and which of your current team was involved in the work;

5) At least three (3) client references where similar services have been performed, including name of firm, address, telephone number, email address, and contact person's name and title;

6) A statement whether the proposer can satisfy the District's insurance requirements, as described in the Standard Terms and Conditions that accompany this RFP;

7) A brief work plan or description of the proposed approach to completing the work, including a schedule for work completion;

8) A specific description of what documents and physical resources (e.g., office space, equipment) beyond what is offered in this RFP that would be required from the District or other sources in order to complete the work;

9) A fee proposal for completing the work, broken down by each element or step in the proposal including the working title of staff assigned, hours by each staff member, and hourly rate. The District prefers a firm fixed price based on the detailed expenses above but other forms of pricing (e.g., cost-plus-fixed fee, time-and-expense) are also acceptable;

10) A statement that the proposal shall remain in effect for not less than 120 days from the date of submittal;

11) A declaration of exceptions, if any, to, or deviations from, the scope of work or other requirements of the RFP and Standard Terms and Conditions documents;

12) A signature by a person authorized to bind the offering firm to the terms of the proposal; and

13) Notarized original Non-Collusion Affidavit and a completed and signed W-9.

The District will evaluate the proposals received in accordance with the following criteria, listed in descending order of importance:
1) Qualifications and experience of the proposing firm and its staff;

2) Work plan and schedule;

3) Competitiveness of fee proposal; and

4) Miscellaneous other factors, including acceptability of exceptions or deviations, if any, and completeness of proposal.

The District expects to select a Contractor and award a contract no later than October 27, 2015, with work by the Contractor to begin immediately thereafter.
**SUPPLEMENTAL INFORMATION**

**Profile of District**

Long Beach Community College District is an institution of higher education within the California Community College system. As a comprehensive college, the District provides quality, affordable educational programs and related student services to those who can benefit from the programs the college offers. Through a collegiate experience and with an open door admissions policy, the District fosters the development of individual potential and is responsive to the diverse educational needs of the community it serves. The primary purposes of the education program are to prepare students for transfer to baccalaureate-granting institutions, entry into work or career development and to support business and industry in economic development. Long Beach Community College offers general education and vocational education at the lower division level and transitional instruction and those support services that promote student success remedial education, English as a Second Language instruction, adult noncredit courses and student support services. College programs and services educate citizens to enrich the quality of life in the community.

The District consists of two campuses, the Pacific Coast Campus located at 1305 E. Pacific Coast Highway and the Liberal Arts Campus at 4901 E. Carson Street.

The District was successful in obtaining authorization from the District's voters to issue general obligation bonds in two previous elections. On March 5, 2002, the voters approved to issue up to $176,000,000 aggregate principal amount and again on February 5, 2008, for up to $440,000,000 aggregate principal amount. Each exceeded the fifty-five percent (55%) required votes. The elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq. of the California Education Code (“Prop 39”).

**Pre-contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by the proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by proposers, and proposers shall not include any such expenses as part of their proposals.

**No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit the District to award a contract. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFP.

**Joint Offers**

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.
STANDARD TERMS AND CONDITIONS

(In the following provisions, Contractor refers to the consultant / vendor selected under this RFP)

1. INDEPENDENT CONTRACTOR

   a. The Contractor shall, during the performance of this Contract, act as a wholly independent contractor. Neither the District nor any of its officers, employees, servants or agents shall have control over the conduct of the Contractor or its employees or agents, except to advise or provide project direction as required. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the District.

   b. Nothing contained in this Contract shall be deemed, construed or represented by the District or Contractor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District and Contractor.

   c. The District shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Contractor performing services hereunder for the District.

2. INDEMNIFICATION

   a. The Contractor shall hold harmless, indemnify and defend the District and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Contractor or any of its officers, employees or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the District or any of its officers, employees, servants, agents, successors or assigns.

   b. The District does not, and shall not, waive any rights that it may have against the Contractor by reason of the acceptance by the District, or the deposit with the District, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

   c. The indemnification outlined in this section shall survive the term of the agreement and extensions.

3. INSURANCE

   a. During the term of this Contract, the Contractor shall, at its own cost and expense, procure and maintain the following types of insurance:

      I. Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than $1,000,000 per occurrence; and
ii. Commercial General Liability, with limits not less than $1,000,000 per occurrence, $2,000,000 aggregate.

b. Prior to the commencement of work, the Contractor shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Long Beach Community College District and its Board of Trustees" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Contractor's policy is primary of any insurance carried by the District" and that "the policy will not be canceled or materially changed without prior notice in writing" being given to the District’s Deputy Director of Purchasing & Contracts.

c. All evidence of insurance coverage required to be submitted in accordance with this Paragraph 3 shall be delivered to the addressee for the District specified in Paragraph 7 of this Contract. The District shall make the final determination as to whether the documentation submitted by the Contractor conforms to the requirements of this Paragraph 3.

d. If any subcontractor(s) or independent contractor(s) is utilized by the Contractor for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph 3 and the indemnification provisions set forth in Paragraph 2.

4. ASSIGNMENT OR TRANSFER

The Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the District. In addition, the Contractor shall not subcontract the services to be performed pursuant to this Contract without prior written approval of the District. The names and qualifications of subcontractors or others whom the Contractor intends to employ, other than those identified, shall be submitted to the District for prior written approval.

5. TERMINATION OF CONTRACT

a. Scope. The District may at any time terminate this Contract, in whole or part, for the convenience of the District, or for default by the Contractor, by giving the Contractor a written "Notice of Termination." Upon receipt of such Notice of Termination, the Contractor shall cease all work immediately or on the date, if any, specified in said Notice of Termination, whichever is later, and thereafter take all reasonable steps to not incur additional costs associated with this Contract.

b. Termination for Convenience. If the District elects to terminate this Contract for its convenience, such termination shall be effective thirty (30) days after delivery of said Notice of Termination to the Contractor, unless a later date is specified in the Notice of Termination. Thereafter, the District shall pay the Contractor for services provided through the date of termination and for those allowable costs determined by the District to be reasonably necessary to effect such termination. Thereafter, the Contractor shall have no further claims against the District under this Contract.

c. Termination for Default. The District may terminate this Contract for reason of the Contractor's default if: (I) a federal or state proceeding for the relief of debtors is undertaken
by or against the Contractor, or (ii) a receiver or trustee is appointed for the Contractor, or (iii) the Contractor makes an assignment for the benefit of its creditors, or (iv) the Contractor becomes insolvent, which shall be deemed to have occurred if the Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy or is considered insolvent within the meaning of the federal bankruptcy law, or (v) the Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by the District of a written "Notice to Cure Deficiency." The rights and remedies of the District set forth in this Subparagraph c shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6. **ATTORNEY FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Contract or as a result of any alleged breach of any provision of this Contract, each party shall bear its own costs and expenses, including attorneys' fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

7. **NOTICES**

a. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To: Long Beach Community College District  
Purchasing and Contracts, G-4  
4901 E. Carson Street  
Long Beach, CA  90808  
Attention: (____________)

To: (Contractor)

______________  
______________  
______________

b. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.
NON-COLLUSION AFFIDAVIT

State of California
County of Los Angeles

_____________________________________, being first duly sworn, deposes and says:

That he/she is ____________________________________ __________________

Title

of ________________________________________________ __________________

Name of Offeror/Bidder

the party making the foregoing proposal, that such proposal is genuine and not collusive or sham;
that said offeror/bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with
any offeror/bidder or person, to put in a sham offer/bid or to refrain from proposing, and has not in
any manner, directly or indirectly sought by agreement or collusion or communication or conference,
with any person to fix the proposal price of affiant or any other offeror/bidder, or to fix any overhead,
profit, or cost element of said proposal price, or of that of any offeror/bidder or to secure any
advantage against the Long Beach Community College District (District) or any person interested in
the proposed contract; and that all statements contained in said proposal are true.

In addition, the offeror/bidder further certifies that he/she (has)/(has not) (circle one), been
convicted or found liable for any act prohibited by state or federal law involving conspiracy or
collusion with respect to bidding on any public contract within the last three years. Such act or
conviction does not automatically disqualify an offeror/bidder, but may be grounds for administrative
suspension or grounds for consideration (by the District) as to whether the District should decline to
award a contract to such offeror/bidder on the basis of a lack of responsibility.

_____________________________________

Signature of Offeror/Bidder

Subscribed and sworn to me this

___________ day of ____________, 20___

_____________________________________

(Notary Public)

My Commission Expires ________________  (SEAL)
Long Beach Community College District

**W-9**

**Request for Taxpayer Identification Number and Certification**

<table>
<thead>
<tr>
<th>Give Form to the requester. Do not send to the IRS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name as shown on your income tax return. Name is required on this line; do not leave this line blank.</td>
</tr>
<tr>
<td>2. Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>3. Check appropriate box for federal tax classification; check only one of the following seven boxes:</td>
</tr>
<tr>
<td>- Individual/sole proprietor or</td>
</tr>
<tr>
<td>- C Corporation</td>
</tr>
<tr>
<td>- S Corporation</td>
</tr>
<tr>
<td>- Partnership</td>
</tr>
<tr>
<td>- Trust/estate</td>
</tr>
<tr>
<td>- Limited liability company. Enter the tax classification (C, S, or partnership) below.</td>
</tr>
<tr>
<td>- Other (see instructions)</td>
</tr>
<tr>
<td>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</td>
</tr>
<tr>
<td>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
</tr>
<tr>
<td>- Exempt payee code (if any)</td>
</tr>
<tr>
<td>- Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>- Responsible party’s name and address (optional)</td>
</tr>
<tr>
<td>5. Address (number, street, and apt. or suite no.)</td>
</tr>
<tr>
<td>6. City, state, and ZIP code</td>
</tr>
<tr>
<td>7. Joint account number(s), here (optional)</td>
</tr>
</tbody>
</table>

**Part I**  
**Taxpayer Identification Number (TIN)**

<table>
<thead>
<tr>
<th>Social security number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.</td>
</tr>
</tbody>
</table>

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter. |

**Part II**  
**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. |

**Sign Here**

| Signature of U.S. person | Date |

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is available at www.irs.gov/fw9. | This information is required to be reported to the IRS by the payer. |

**Purpose of Form**

An individual or entity (if Form W-9 is required to file an information return with the IRS) must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-B (closes to brokers)
- Form 1099-B (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions) | Form 1096 (income mortgage interest), 1098-E (student loan interest), 1098-T (tuition) |

Form 1099-C (canceled debt) | Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding.
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.