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Santa Ana College · Santiago Canyon College

December 1, 2021

RE: Request for Proposal and Quote #2122-002

Project: Bond Marketing Campaign Consulting Services

To Whom it May Concern:

The Rancho Santiago Community College District ("District") is seeking a proposal from your firm ("Consultant") for Bond Marketing Campaign Consulting Services for the Rancho Santiago Community College District.

Project Description

The Rancho Santiago Community College District Board of Trustees have requested staff to evaluate and explore a possible General Obligation Bond measure for the November 2022 primary election to fund continuing capital projects; newly constructed buildings; modernization of existing structures and site improvements district-wide and/or a School Facility Improvement District (SFID).

Scope of Work and Deliverables:

The Consultant is expected to deliver during the period January 11, 2022 through November 30, 2022 ("Term"), the following services: provide advice and counsel to project leadership for a potential bond measure including strategies and communication; managing project logistics, working with campaign Cabinet and provide support to staff related to presentations to the Board of Trustees.

Schedule

Event / Occurrence	Deadline
District Issues RFP/RFQ	December 1, 2021
Deadline for Consultant to submit questions regarding this RFP/RFQ	December 9, 2021
Deadline for Consultant to submit Proposal	December 16, 2021 by 3:00 p.m.
District to evaluate proposals	December 17, 2021
District to finalize recommendation for District Board of	December 28, 2021
Trustees review/approval	
District Board of Trustees approves successful Consultant	January 10, 2022

Questions

All questions <u>must</u> be submitted in writing to <u>Melendez_linda@rsccd.edu</u>. The question deadline is indicated in the Schedule above. After this deadline, the District will not answer, address, and/or review any questions interested Consultants may submit. Responses to all questions received prior to the deadline will be provided to all Consultants via emailed addendum.

Project Schedule

Time is of the essence for this project. The selected Consultant will commence upon receipt of a fully executed agreement and Purchase Order following Board of Trustees approval.

Proposal Submission

Please submit an electronic version of your proposal (in one (1) combined PDF file) via email to Melendez linda@rsccd.edu, by no later than 3:00 p.m. on December 16, 2021. Your proposal shall include:

- Proposed services;
- Current work load and availability;
- Proposed fixed fee for a District-wide bond with the possibility of on SFID;
- List of references from CA Community College Districts which your firm has provided General Obligation Bond consulting services to.

Failure of Consultant to provide any required documentation or information requested in this RFP/RFQ may result in the rejection of their proposal.

It is required that every Consultant providing services to District meet the following insurance requirements. The Consultant will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the Consultant. Consultant agrees to maintain, in full force and effect, at the Consultant's expense the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher.

a. Commercial General Liability

Commercial Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent Consultant's liability, written on an "occurrence" form;

b. Workers' Compensation and Employers Liability

Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Consultant must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease as required by statutory insurance requirement of the State of California;

c. Automotive Liability

Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for both bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).

d. Other Insurance Requirements

Consultant agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies).

The Certificate(s) of Insurance shall provide thirty (30) days prior to written notice of cancellation.

Consultant Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Consultant's insurance and shall not contribute with it.

Consultant shall deliver Certificate(s) of Insurance and Additional Insured Endorsements(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

Waiver of Subrogation. Consultant hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under suck insurance. Consultant shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.

If Consultant maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

Any proposal submitted to District may be withdrawn, either personally or by written request signed by the Consultant at any time prior to the scheduled closing date/time for receipt of proposals. No Consultant may withdraw any proposal for a period of Thirty (30) calendar days after the deadline date of **3:00 p.m.** on December 16, 2021.

Sincerely,

Linda Melendez

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Director, Purchasing Services