



Government Advocacy and Lobbyist Services

RFP 20-002

Release Date: January 30, 2020

Filing Deadline: No later than **4:00 pm PST, February 26, 2020**

Filing Method: File proposals electronically through the Calbright College's PlanetBids Bid Portal. The link to the Bids Portal may be found at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

Contact: Calbright Community College District
ATTN: Kathy Hennig
business@calbright.org

Request for Proposal RFP 20-002
Government Advocacy and Lobbyist Services
Due: February 10, 2020 by 4pm PST

Who We Are

We're here to connect the disconnected.

Calbright College is California's newest community college – the first statewide, online campus designed to bridge the gap between employers with unfilled positions and learners who don't have either the time or money to attend a traditional school.

Our model identifies specific jobs in specific fields, identifying the hard and soft skills necessary to perform with excellence from day one, then creates self-paced curriculum tailored to learner needs. Those programs are then supplemented with real-world services like mentorship, paid apprenticeships, and alumni support, providing graduates with the assistance they need to succeed in their new careers.

We're a public sector startup.

Many of our executives come from the world of venture-backed entrepreneurship. We're a high-velocity organization in startup mode, rapidly standing up "business" infrastructure and, from a messaging standpoint, pressing the problem we're out to solve (i.e., inequality and stagnating wages) to key stakeholder groups. As this is a new model in public education, we need help explaining our mission to legislators, regulators, unions, and other colleges.

We are not your standard government organization. We're moving quickly to fulfill our mandate, innovate where we can, while staying laser-focused on learner outcomes.

We just launched our new college.

We're a brand-new college with ambitious plans to scale statewide. We initiated a small launch on October 1st of 300 to 400 learners – our beta cohort. Using their feedback to hone our services, we're expanding business partnerships with big-name employers to provide learner work experience opportunities. Our staff is located throughout California, trying to reach communities of learners, while explaining our mission to key stakeholders in Sacramento in the areas of public education, public policy and finance. This is where you come in.

What We Need

Calbright College is seeking qualified, experienced firms to provide California government relations, lobbying, and advocacy services in the State of California.

As a registered lobbyist with the Secretary of State, the consultant will be bound by the Political Reform Act and the regulations of the Fair Political Practices Commission, including compliance with lobbying reporting requirements by filing disclosure reports on behalf of the college.

The scope of work.

Work with the Client (Calbright) to develop and implement an effective California state government affairs strategy, to represent Client interests and provide advocacy services before the Legislature and any Executive Branch offices as deemed necessary by the Client and the provider. Additionally, the provider shall provide insight into the political and policy motivations of key stakeholders and state officials and assistance in setting up meetings between Client, stakeholders and decision-makers.

We desire a firm that could occasionally meet on-site (Oakland and Sacramento, CA) with the leadership team, and provide regular written reports on legislative activity.

Considerations

Nature of the work.

The provider is being retained hereunder to provide government relations and public affairs consulting services, and not to provide legal advice or general business counsel or financial analyses to Calbright.

Facilitate meetings with State Legislators and College leaders to provide the College the opportunity to meet face-to-face with key decision-makers on pertinent College issues.

Lobby for Calbright's position on legislation and regulatory matters of interest that benefit the College and oppose legislation or regulations not beneficial to the College or public education. Provide regular (weekly and/or monthly) written reports for the Board of Trustees and CEO on legislation or regulations affecting Calbright on key issues and legislative committee activity during the legislative session. Engage key officials (executive, legislative and local government) and stakeholders to support the College's objectives to secure funding, grants, accreditation, and favorable laws and regulations.

The timeline.

We're a fast-growing organization. The engagement is expected to start May 15, 2020, dependent on contract approval by our state-wide board of trustees.

The initial contract is not to exceed one year, with two one-year options to renew upon mutual agreement, with an option to terminate with thirty (30) days written notice.

Termination.

Any contract with Calbright shall contain an option for either party to terminate, with or without cause, with thirty (30) days written notice.

General Provisions

1.1 Additional Services

Calbright may elect at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

1.2 Addenda

The District may modify this RFP or any of its deadline dates set forth in the RFP prior to the date fixed for submission of proposals by issuance of an addendum.

1.3 Withdrawal of RFP

The proposers may withdraw its RFP by submitting a written or electronic request signed by a proposer's authorized representative, prior to the time and date specified for proposal submission.

1.4 Right of Cancellation

The District reserves the right to cancel this RFP at any time prior to contract award without obligation. The District may reject any or all submittals and may waive any immaterial deviation from the RFP. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the proposer from compliance with other provisions of the RFP.

1.5 Nondiscrimination

Calbright does not discriminate on the basis of race, color, national origin, ancestry, sex, age, religion, marital status, gender, disability, or sexual orientation in any of its policies, procedures or practices. LBE/SBE/DVBE are encouraged to participate.

1.6 Evaluation of Request for Proposal

Calbright's evaluation is solely for the purpose of determining which firms are deemed most qualified. Responses will be reviewed and a determination made by Calbright based upon the submitted information and any other information available to Calbright. Calbright may request a firm to submit additional information pertinent to the submittal. Calbright also reserves the right to investigate other available sources in addition to any documents or information submitted by the firm.

1.7 Question Submission

Calbright College will attempt to answer as many questions as possible prior to the RFP deadline. Written questions may be submitted until February 14, 2020 at 4:00 pm PST in the PlanetBids question submission portal. Responses to questions will be published and available to the public via PlanetBids after the question deadline.

1.8 Pre-proposal Meeting

N/A

Submission Requirements

Submittals must be via PlanetBids:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=40988>

Submittals are due before 4 pm PST, February 26, 2020.

Contents of your proposal.

We're looking for a concise proposal that shows:

- Who you are
- How you work with clients and agencies
- Examples of previous customers
- What you can do for us vis a vis the scope of work outlined above

Some questions to answer:

- How will you address the scope of work? What are some examples?
- How has your firm supported clients at an early stage of business maturity?

- Do you have examples of reports, dashboards, and analytics? Provide examples.
- Provide examples of 'successes' in lobbying for legislation in California in the last 10 years.
- What is your firm's experience working with higher education clients in California?
- How do you charge for your services?

Our Evaluation Process

Calbright will review and evaluate all proposals to determine responsiveness to the Request for Proposal. Incomplete proposal(s) or those received after the deadline may be rejected. Our evaluation will include a consideration of the criteria listed below:

- Qualifications, background, and prior experience of the firm in conducting similar services.
- The necessary experience, organization, and skills to successfully advocate for our college.
- Evaluation of key personnel.
- The responsiveness of the proposal to the tasks to be performed as listed in the Scope of Work.
- References.
- Project costs compared with level of effort to be expended.

Selection Criteria

After screening proposal responses, a short list of well-qualified firms will be generated for further consideration. We will interview selected firms in starting in early March. Submission of a proposal does not guarantee an invitation to present. The Evaluation Team will request finalists make an oral/visual presentation in connection with an interview.

Legal Considerations and Definitions

2.1 Non-collusion Affidavit

Each Consultant must complete, sign, date, and include with its proposal the Non-Collusion Affidavit attached to this RFP.

2.2 Affirmative Action

Calbright requires that a signed copy of an Affirmative Action statement be on file in the District Office for every person, firm, company or corporation with whom the District does business (attached).

2.3 Lowest Fee Consideration

Any Contract resulting from this RFP will not be awarded based solely on the lowest Fee Proposal submitted to the District, but will be awarded to Respondents whose Proposals contain a combination of desired qualifications and competitive fees. Pursuant to Government Code § 53060, these contracts do not require competitive bidding or award to the lowest responsible bidder. The District further reserves its right to reject all proposals.

2.4 Conflicts of Interest Defined

Board members shall not be financially interested in any contract made by the Board of Trustees or in any contract they make in their capacity as board members. Board members and employees shall not be financially interested in any contract made by them in their official capacity, as Trustees or in any body or board of which they are members. No trustee, officer, or employee shall make, or in any way attempt to use his or her official position to influence a District decision in which he or she has an economic interest. (*Reference: Board Policy 2710 & 2715, Government Code §§1090, et seq.; 1126; 81000, et seq., and 87200, et seq. Title 2, Section 18730, et seq.*)

2.5 Gift Ban

1. No person who is doing business with the College shall make any gift to any College officer.
2. No person who is doing business with the College shall make any gift to any designated employee who, by virtue of College employment, could make a governmental decision, participate in making a governmental decision, or use his/her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation.
3. No College officer shall solicit or accept any gift from any person whom he/she knows, or has reason to know, is doing business with the College.
4. No designated employee shall solicit or accept any gift from any person whom he/she knows, or has reason to know, is doing business with the College, when such employee, by virtue of College employment, could make a governmental decision, participate in making a governmental decision, or use his/her official position to influence a governmental decision regarding the pending business of the donor, or has done any of the above during the twelve (12) months preceding the donation.
5. No public official shall accept any gift when the identity of the donor is not known to the public official.

Remedies

1. Any College officer who violates the prohibitions of this policy may be sanctioned by the Board in the manner the Board deems appropriate.
2. Any designated employee who violates the prohibitions of this policy shall be subject to discipline for any such violation, including, in appropriate cases, termination of employment.
3. The Board may also refer violations of this policy to the Fair Political Practices Commission, the Sacramento County Grand Jury, and/or the Sacramento County District Attorney.

2.6 Purchasing and Contracts

The Chief Executive Officer/President is delegated the authority to purchase supplies, materials, equipment, and services as necessary to the efficient operation of the College. No such purchase shall exceed the amounts specified by California Public Contract Code §20651, as amended from time to time.

With the exception of contracts entered into by the Chief Executive Officer/President in amounts less than \$100,000, in accordance with the authority delegated to the Chief Executive Officer/President in Board Policy 6100, contracts are not enforceable obligations until they are ratified by the Board. *References: BP 6330, Education Code §§ 75003(d), 75005(d)(1) & (d)(4)(B), 81656, Public Contracts Code §20650, 20651, Government Code §53060*

2.7 Debriefings and Protests

Debriefings are available by request for unsuccessful respondents business@calbright.org

Any protest must be received within 5 calendar days of the bid opening, in writing, containing all facts of the protest, to:

Calbright College
ATTN: Kathy Hennig
business@calbright.org

Failure to comply with protest procedures will result in rejection and waiver of right to further protest

2.8 Indemnification

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless Calbright College, its Board of Trustees, officers, agents, employees, volunteers, and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____ who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature, Notary Public

(PLACE NOTARY SEAL HERE)

My Commission Expires: _____

Attachment B – RFP 20-002
DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____
(Print Name) (Title)

of _____. I declare, state and certify to all of the following:
(Supplier Name)

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Supplier that a drug free workplace will be provided by Supplier by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Supplier's workplace and specifying actions which will be taken against employees for violation of the prohibition; establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) Supplier's policy of maintaining a drug-free workplace;
- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs;
and
- (iv) The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Supplier in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

Supplier agrees to fulfill and discharge all of Supplier's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Supplier and I understand that if the District determines that Supplier has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement

Attachment C – CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH PROPOSAL

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, ____.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____

Attachment D – RFP 20-002
ACCESSIBILITY COMPLIANCE STATEMENT AND CERTIFICATIONS

Reinforcing Calbright College's commitment to equitable access and accessibility, Respondents must complete the requirements of this Accessibility Statement Compliance Certification upon request before a contract shall be awarded against the RFP. With respect to ADA compliance, must demonstrate and deliver the following:

1. Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG Level 2.0AA (<http://www.w3.org/TR/WCAG20/>) specifications.
2. Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
3. Provide support for multi-modal advanced communications services to facilitate communications between individuals using digital text, audio, and video.
4. Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
5. Provide an updated VPAT upon request. Any website or services provided must conform to Section 508 and WCAG mentioned above.

By signing below, I attest that I am a duly appointed representative of my organization with authority to commit to the RFP and subsequent agreement's accessibility obligations; and if requested, by completing the attached Voluntary Product Accessibility Template (VPAT), my organization confirms its commitment to accessibility requirements above and invoked by Calbright Community College District.

Print Name and Signature

Date

Attachment E – RFP 20-002
PROPOSAL SIGNATURE FORM

Due date for this form is stated on the Key Action Dates section of this RFP.

The undersigned officer, having become familiar with the Request for Proposal, the specifications, the contract terms and conditions, the solicitation conditions, and the instructions for completing the RFP form, hereby offers to provide the products and services described in the RFP.

Company Name _____

Authorized Signature _____

Name of Authorized Signer _____

Title _____

Address _____

City _____

Phone Number _____ Fax Number _____

Email Address _____