



COMPTON COMMUNITY COLLEGE DISTRICT

REQUEST FOR STATEMENT OF QUALIFICATIONS AND REQUEST FOR PROPOSALS FOR LEASE, DESIGN, PERMITTING, CONSTRUCTION, AND OPERATION OF OUTDOOR DIGITAL BILLBOARD SIGNS (RFP # CCC-089)

***SCHEDULE**

Request for Statement of Qualifications and Proposals Issued: 02/02/2025

Deadline for Firms to Submit Questions: 02/07/2025

District to Respond to Questions: 02/12/2025

Deadline for Submittal of Responses: 02/19/2025

Submit to Board: Week of 02/24/2025

*Potentially Subject to Change

**REQUEST FOR STATEMENT OF QUALIFICATIONS
AND REQUEST FOR PROPOSALS
FOR LEASE, DESIGN, PERMITTING, CONSTRUCTION, AND OPERATION OF
OUTDOOR DIGITAL BILLBOARD SIGNS
(RFP # CCC-089)**

1. BACKGROUND

Compton Community College District (“**District**”) is a public community college district within the County of Los Angeles that serves approximately 5,000 students in the City of Compton.

In furtherance of the District’s mission to support diverse students to pursue and attain success, and to provide solutions to challenges, utilize the latest techniques for preparing the workforce, and provide clear pathways for completion of programs of study, transition to a university, and securing living-wage employment, the District seeks to generate long term revenue by the ground lease and development of its property for a digital billboard project (“**Project**”).

To that end, the District is requesting the submission of statement of qualifications and proposals (“**RFP**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) to ground lease, design, permit, construct, and operate two (2) double-sided and one (1) three-sided outdoor digital billboard signs along E Artesia Boulevard, and one marquee at the E Greenleaf Boulevard entrance, on the District’s property at 1111 E Artesia Boulevard, Compton, California 90221 (APN 7318-006-900) (“**Property**”), as further depicted and described in **Exhibit “A.”**

The ground lease is being procured under the Fee Generating statutes (Government Code section 5956 et seq.), detailed herein.

“**Firm**” includes any companies (including partnerships, corporations, or sole proprietorships) that the Firm has acquired an ownership interest in (in whole or in part) or merged with during the past five (5) years.

2. INSTRUCTIONS

Responses. Interested Firms must submit a Response via email to David Huff (dhuff@ohhlegal.com) and Sarine Abrahamian (sabrahamian@ohhlegal.com). **RESPONSES MUST BE RECEIVED ON OR BEFORE 5:00 PM on 02/19/2025.** Specify “RFP FOR LEASE, DESIGN, PERMITTING, CONSTRUCTION, AND OPERATION OF OUTDOOR DIGITAL BILLBOARD SIGNS – [Firm Name]” in the subject line.

No corrected or resubmitted Responses will be accepted after the above deadline. **Any Responses submitted after the deadline will be deemed non-responsive.**

3. QUESTIONS

Questions. Questions regarding this RFP shall be directed to David Huff (dhuff@ohhlegal.com) and Sarine Abrahamian (sabrahamian@ohhlegal.com) (“**Point of Contact**”). **All questions must be submitted by 5:00 PM on 02/07/2025.** Specify “RFP FOR LEASE, DESIGN, PERMITTING, CONSTRUCTION, AND OPERATION OF OUTDOOR DIGITAL BILLBOARD SIGNS – [Firm Name]” in the subject line. Responses to all questions received will be posted on the District’s website on or before **02/12/2025.**

Questions via phone calls or other modes of communication other than e-mail will not be considered and may be grounds for disqualification.

4. MANDATORY QUIET PERIOD

From the date of issuance until the RFP process is completed, any interested Firm and/or their agent or representative, shall not communicate with any District administrator, staff member, member of the Board of Trustees (“**Board**”), member of any Board appointed committee, or District consultant regarding this RFP. All communications must be transmitted to the Point of Contact named herein. Any interested Firms violating the communications prohibition may be disqualified at the District’s discretion.

5. PROJECT REQUIREMENTS

The District will engage in the development of the Property according to the following requirements. The District intends to select a qualified Firm that can demonstrate strong relevant experience with similar projects, financial capacity, and alignment to the District’s mission and goals as outlined above. Evidence of the ability to finance, undertake, and complete the Project is crucial to a successful submission.

- a. The District does not wish to participate in any way in the financing of the Project.
- b. Selected Firm will be expected to provide funding for all aspects of the design, construction, and operation of the Project, at its own cost and expense. Moreover, the District will seek reimbursement from the selected Firm for consultant costs associated with the Project. See “Compensation” section below.
- c. The selected Firm will likely be required to pay prevailing wages for construction and development of the Project.
- d. The selected Firm, with the assistance of the District, will be responsible for obtaining the required Project approvals from all approving agencies, including environmental and land use entitlements. The selected Firm must also adhere to the City of Compton’s (“**City**”) requirements, including entering into a Development Agreement (if so required), and complying with specific design elements requested by the City, if any, and state laws.
- e. The selected Firm will be required to work closely with and consider the District as a partner in its planning, design, and construction process. The ground lease agreement will require the selected Firm to prepare and secure District staff’s approval for an overall work plan for all design and construction activities for the Project. The District will also retain the right to approve the design of the Project at the schematic design, design document, and construction document phases.
- f. Where feasible, construction activities for the Project shall not unreasonably interfere with District operations on the Property, if any.
- g. The selected Firm will be required to comply with standards for property maintenance, property management, capital replacement reserves, reporting requirements, and other operational requirements specified in the lease.
- h. The District reserves the right to require that certain messaging and content not be displayed on the billboards. Examples may include, but are not limited to, advertisement messages regarding cannabis and alcohol production, distribution, or sales, adult-themed content of any kind, or any use that is harmful to minors.
- i. The Selected Firm will be required to provide advertising time to the District, at no charge.

Requirements for the Billboard Signs and Displays

- a. Each side of the billboard sign displays must be able to be remotely controlled.
- b. Each side of the billboard signs must have timer capabilities.
- c. Each side of the billboard signs must be able to display independent messages.
- d. Each side of the billboard signs must be operated on a loop that rotates in eight-second, static displays.
- e. Each side of the billboard signs must provide for real-time automatic adjustment of lighting intensity to ensure compliance with industry-established standards.
- f. The billboard signs must be protected against unauthorized access. Firms should provide details on processes and procedures that will be in place to ensure that the signs are protected against any hacking attempts.
- g. The billboard signs and surrounding area must be kept in a neat, safe, and orderly manner.

Requirements per City of Compton Municipal Code

(Please note the below is per City's Municipal Code. The selected Firm will be expected to work with the City to obtain the necessary entitlements and variances, if needed.)

- a. The advertising display shall be included as part of a disposition and development agreement, owner participation agreement, lease agreement or other agreement ("City Agreement") with the City or the Compton Redevelopment Agency ("CRA") and the City Agreement contains performance, one-time fee, or ongoing revenue provisions that allow the City or the CRA to undertake projects, programs, or other activities that improve the visual environment in a redevelopment project area. (City Municipal Code ("Municipal Code"), § 30-22.9.a.1.)
- b. The advertising display shall be placed within the specified B-O Zone and within 660 feet from the edge of the right of way of a freeway. (Municipal Code, § 30-22.9.a.2.)
- c. No advertising display shall be placed or maintained in violation of the California Outdoor Advertising Act, chapter 2 (commencing with section 5200) of division 3 of the California Business and Professions Code, or any other applicable State, Federal, or local law. (Municipal Code, § 30-22.9.a.8.)
- d. All off-site outdoor advertising structures require a Zoning Permit, a Sign Permit, and a Building Permit—all with the prior approval of the City Council. (Municipal Code, §§ 30-22.9.a.10-11.)

Requirements per Government Code sections 5956 et seq.

- a. District has the authority to utilize private investment capital to study, plan, design, construct, develop, finance, maintain, rebuild, improve, repair, or operate, or any combination thereof, fee-producing infrastructure facilities. (Gov. Code, § 5956.1.)
- b. The facility constructed by the Firm shall be operated at fair and reasonable prices to District. (Gov. Code, § 5956.5.)
- c. The facility constructed by the Firm shall, at all times, be owned by District, unless the District, in its sole discretion, elects to provide for ownership of the facility during the term of the agreement. (Gov. Code, § 5956.6(a).)

- d. The term of any lease agreement shall not exceed thirty-five (35) years. (Gov. Code, § 5956.6(a).)
- e. The agreement shall provide for complete reversion of the privately constructed facility to the District at the expiration of the lease at no charge to the District. (Gov. Code, § 5956.6(a).)
- f. The agreement shall ensure compliance with the California Environmental Quality Act (“CEQA”). (Gov. Code, § 5956.6(b)(1).)
- g. The agreement shall require performance bonds as security to ensure completion of the construction of the facility and contractual provisions that are necessary to protect the revenue streams of the project. (Gov. Code, § 5956.6(b)(2).)
- h. The agreement shall ensure adequate financial resources of the private entity to design, build, and operate the facility, after the date of the agreement. (Gov. Code, § 5956.6(b)(3).)
- i. The agreement shall ensure authority for the District to impose user fees of the facility in an amount sufficient to protect the revenue streams necessary for the Project.
- j. Firm must prepare an annual audited report accounting for the income received and expenses to operate the facility. Firm shall make that report available to any member of the public for a cost not to exceed the cost of reproduction of the report. (Gov. Code, § 5956.6(b)(8).)
- k. Agreement must contain a buyout provision by the District in the event of termination or default prior to the end of the lease term. (Gov. Code, § 5956.6(b)(9).)
- l. Agreement must contain indemnity provisions and appropriate insurance as required by the District. (Gov. Code, §§ 5956.6(b)(10)-(11).)
- m. In the event of a dispute, both parties shall be entitled to all available legal or equitable remedies. (Gov. Code, § 5956.6(b)(12).)
- n. The agreement must require payment bonds to secure the payment of claims of laborers, mechanics, and materials suppliers employed under the contract. (Gov. Code, § 5956.6(b)(13).)

6. CONTENT OF RESPONSES

Each Firm’s Response must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Firm’s Response shall be no longer than **seventy-five (75) pages**, inclusive of resumés, forms, and pictures, and organized according to the number system reflected below. Responses must be concise, well-organized, and demonstrate Firm’s qualifications, and shall be formatted as outlined below. The quality of answers, not length of responses or visual exhibits, is important.

Firm shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

6.1 Letter of Interest. A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm’s experience indicating the unique background and qualities of the Firm, its personnel, its sub-consultants, and what will make the Firm a good fit for work with District.

6.2 Table of Contents. A table of contents of the material contained in the Response should follow the letter of interest.

6.3 **Executive Summary.** The executive summary should contain an outline of Firm’s approach, along with a brief summary of Firm’s qualifications.

6.4 **Project Management Design and Construction.** For the design and development of the Project, provide a description of the Firm’s overall project management structure and a description of the reporting relationships and accountabilities between individuals. Describe the Firm’s approach to communications within your team and between your team and the District. This section shall identify the contact person with primary responsibility for the Project, the key personnel proposed to work on the Project, and joint venture partners and subcontractors. The persons listed will be considered committed to the Project with no substitutions without prior agreement.

6.5.1 Have any of the Firm’s contracts to provide services or a project similar to the services in this RFP been terminated for cause within the past five (5) years? If so, please describe why the contract was terminated for cause.

6.5.2 Is there now pending against the Firm, or any of its employees, any legal action in connection with any services provided by the Firm similar to the services in this RFP? If so, please describe such pending action.

6.5.3 Have there been any settlements or judgments involving such actions within the last (5) years? If so, please describe each such settlement or judgment, including the nature of the action and the amount of recovery.

6.5.4 Has the Firm, or any of its employees, ever been subject to litigation or an administrative enforcement action in connection with the requested services or similar services within the last five (5) years? If so, please describe each action, including its status.

6.6 **Prior Relevant Experience.**

6.6.1 Identify established methods and approaches utilized by your Firm to successfully meet deadlines, and provide examples demonstrating effective use of stated methods and approaches.

6.6.2 Identify **ALL** digital advertising billboards designed, constructed, operated, and/or maintained by Firm, and preferably for a public agency, in the past **five (5) years**. Identify how Firm handled challenges in previous lease, design, permitting, construction, operation, and maintenance of these projects. Please include the name of the public agency (if applicable), contact person, contact information, a description of services provided and dollar value of each project.

6.6.3 Identify Firm’s prior scheduling practices and handling of delays to design, permitting, construction, operation, and maintenance of digital billboard signs.

6.6.4 The potential site for the proposed digital billboard sign is located near California State Route 91 Freeway. Firm must describe its experience working with municipal and state agencies, including Caltrans, for permitting and other entitlements.

6.6.5 Firm must also describe its prior history involving Development Agreements with cities or counties for digital billboard or other advertising signs.

6.7 **Conceptual Plan.** Provide a conceptual plan for the digital billboard signs and specify unique design features being proposed, if any.

6.8 **Additional Data.** Provide additional information about the Project or Firm as it may relate to Firm's Response. This can include letters of reference or testimonials.

6.9 **Conflicts of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, the Project, or the District that may have a potential to conflict with Firm's ability to provide the services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the projects to which the Firm may provide services.

6.10 **Compensation.**

6.10.1 **Rent Schedule.** Prepare a proposed rent schedule for the sign location that includes base rent, rent increases, and revenue sharing opportunities for the District. Please note the selected Firm will be responsible for all operational costs, including, but not limited to, applicable taxes, utilities, maintenance, and repair.

6.10.2 **Costs of Permits, Architectural and Engineer Services, and Construction.** Selected Firm shall pay for costs and fees necessary to obtain all necessary permits and construct the sign, including architectural and engineering costs.

6.10.3 **Reimbursement of Consultants.** Selected Firm shall reimburse District's consultant's costs associated with the Project at a minimum of \$50,000.

6.11 **Form of Agreement.** The form of Agreement will be provided by the District at a later date. The Agreement will include an indemnification and insurance provisions to comply with Government Code sections 5956 et seq.

7. **DISTRICT'S EVALUATION / SELECTION PROCESS**

Any award of a contract will be subject to approval by the District's Board. The District will award a contract to the Firm(s) that demonstrates the best ability to deliver the Project based upon, without limitation, the Firm's past experience, performance information, technical expertise, team experience, proposed compensation to the District, and other relevant criteria.

8. **TERMS AND CONDITIONS**

The District reserves the right to contract with any Firm responding to this RFP for all or portions of the Project, to reject any Response as non-responsive, and not to contract with any Firm. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Responses from or to contract with any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Response in response to this RFP.

Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d), or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Trade Secret," "Confidential," or "Proprietary" the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Firms should note that the execution of any contract pursuant to this RFP is dependent upon the successful negotiation of terms and fees as well as approval by the District's Board.

The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected Firm shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.

Prior to contract execution, proof of all insurance at the levels specified in the specific contract will be required. The District reserves the right to amend this RFP by means of addenda. In the event Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm with the authority to enter into binding contracts with the District attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Response, interview, or selection process.

**Exhibit A
Description of Project Site**

The desired sign location of the billboard sign is located at the District's campus located at 1111 E Artesia Boulevard, in the City of Compton, California, as depicted below. The potential sites for the proposed digital billboard signs are located near the 91 Freeway.



Center Billboard: Preferably Digital

Other Billboards: Preferably Digital, but District is open to static pursuant to local and state laws