

Request for Proposal

Marina Coast Water District

The Marina Coast Water District wishes to contract for Public Relations and Community Outreach services



Proposals due

5:00 pm
November 16, 2015

Proposals should be sent electronically to:
Jean Premutati at
jpremutati@mcwd.org

Proposals sent by mail must be directed to:
Marina Coast Water District
11 Reservation Road
Marina, CA 93933
ATTN: Jean Premutati

General Information

The mission of the Marina Coast Water District (the “District”) is to “... provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.” The District serves approximately 30,000 residents through 8,000 connections in its Marina and Fort Ord (Ord Community) service areas. It also serves a portion of Armstrong Ranch.

MCWD is a California special district formed in 1960 under the County Water District Act for the purpose of installing and operating water supply, water distribution and wastewater collection systems for the City of Marina. In 2001, the Fort Ord water and wastewater systems were transferred to MCWD by the US Army. Since combining services and resources, the District has improved its water distribution and storage efficiency and decreased its operating costs.

MCWD is governed by a five member Board of Directors, each of whom is elected at-large for four-year overlapping terms from within the District’s Marina service area (the Ord Community is not yet annexed into the District). The District has an annual operating budget of approximately \$12.086 million. Net Assets exceed \$139 million. The General Manager, District Auditor, and District Legal Counsel each report directly to the Board of Directors. All other staff members report to the General Manager.

The District has approximately thirty-eight (38) full-time employees.

Additional information about the District, including links to key documents, is available online at www.mcwd.org.

I. Purpose

The District is requesting proposals from qualified full service public relations/marketing agencies to increase the level and quality of effective communication to the public. The District is seeking to reward a one year contract which may be renewed annually as mutually agreed upon by both the successful agency and the District. The proposed schedule is listed below:

| Action | Date |
|---|-------------------|
| RFP issued | October 20, 2015 |
| Written questions concerning RFP from proposers due | October 30, 2015 |
| RFP responses due | November 16, 2015 |
| Agency selected, contract negotiated and signed | December 7, 2015 |

II. Qualifications/Experience

The ideal applicant will have a minimum of five (5) years of demonstrated professional experience in communications, including experience and knowledge of the branding process with demonstrated examples; understanding of identity standards, as related to writing, design, photography and outreach; ability to utilize non-traditional communication and outreach tools; ability to complete projects within established timelines; in-house creative, graphic design,

copywriting, planning and project management capabilities with a general understanding of the activities of a special district water utility.

III. Proposal Requirements

If applicants are submitting proposals by mail, please include five (5) copies. All proposals and accompanying documentation will become property of the District and will not be returned. Late submittals will not be considered.

The following information is to be submitted as part of the proposal:

1. Introduction and Executive Summary – submit a letter of introduction and executive summary of your qualifications and response to this RFP.
2. Project Approach – Describe your firm’s approach and any special ideas and techniques of suggestions that you believe will make for a successful partnership. Include an understanding of the consultant’s role in providing services as described in the RFP Scope of Work.
3. Qualifications and Experience –
 1. Firm qualifications: include a brief description of the firm’s size as well as the organizational structure, and a discussion on the firm’s stability, capacity, and resources.
 2. Team qualifications and experience: include brief resumes of principal-in-charge and key technical/professional staff to be assigned to the District. Discuss how key staff’s experience in similar projects will be utilized. Additionally, discuss successful project management skills that will be employed. Resumes should be provided as an appendix.
 3. Previous work examples should be provided in an appendix and include:
 - Branding and identity development
 - Graphic design, such as brochures or advertisements
 - Copywriting for an audience, such as editorial or newsletter
 - Sample press release
 - Digital media development, i.e. video, web applications, etc.
4. Cost Proposal – The proposal shall include a section containing the fee for hourly services and a rate based on assignments by project or some combination thereof. All fees proposed should be clear and inclusive of all costs and expenses that may be incurred by the District under any alternative fee structure. Specifically:
 1. a monthly retainer fee should include:
 - a. the monthly fee;
 - b. the number of monthly hours covered;
 - c. the activities and deliverables that are included;
 - d. exclusions; and
 - e. out-of-pocket expenses that could be additional costs to the District.
 2. an hourly fee structure to state:
 - a. an hourly fee schedule based on position classifications

- b. approximate number of hours, on average per month, to cover the respondents proposed plan to meet stated District objectives, and
- c. out-of-pocket expenses that could be additional costs to the District.

If a combination of a retainer and hourly fee structure is proposed, responders must include the information that is required in Sections 1 and 2 above as it applies to specific work items.

5. References – Provide names and telephone numbers of three (3) references who will attest to your firm’s ability to undertake and complete similar type projects on time and within budget.
6. Availability – A statement of current workload and availability to accommodate scope of work.

IV. Consultant Services Agreement

A copy of the District’s Professional Services Agreement (PSA) is provided as Appendix B and must be signed by both parties prior to start of contract.

V. Costs

The cost of proposal preparation shall not be chargeable in any manner to the District.

VI. Selection Process

All proposals must be received by the District’s Management Services Administrator by 5:00 pm, on November 16, 2015

The District’s Board of Directors and General Manager will review the proposals submitted. All proposals will be evaluated uniformly for final selection, which will be based on analysis of the qualifications and proposals.

Although interviews may not be required as a condition of submitting a proposal, the District reserves the right to request additional information or interview some or all of the proposing firms if necessary to obtain additional information that the District considers necessary to fully evaluate a proposing firm’s qualifications.

In reviewing the proposals, the District will consider:

- a. Responsiveness to this RFP;
- b. Depth and breadth of experience and expertise in marketing and public outreach often encountered in special district/water district operations;

- c. Quality of work samples presented;
- d. Scope and appropriateness of services proposed; clear understanding by the applicant of work to be performed;
- e. Capability of providing consistent, timely responses, as determined by the availability of “back up” staff if principals are unavailable and by information requested from references;
- f. Competitiveness of fee schedule; and
- g. Other qualifications/criteria as deemed appropriate by the Board of Directors.

The District also reserves the right to:

- a. Request clarification or additional information from any proposing firm at any time;
- b. Waive immaterial defects or minor irregularities in a proposing firm’s response to this request for proposals;
- c. Suspend or reopen the request for proposals process;
- d. Reject any or all responses and terminate the process at any time.

The Board of Directors will appoint the next public relations/marketing firm for the Marina Coast Water District.

VII. Acceptance of Proposal

Any consultant submitting a proposal thereby automatically agrees to each and all of the terms and conditions, provisions, and requirements set forth in this RFP.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 5:00pm, November 16, 2015.

VIII. Deadline

The deadline for proposals is 5:00pm, November 16, 2015 and should be sent electronically to: Jean Premutati, Management Services Administrator at jpremutati@mcwd.org or five (5) copies, by mail, to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
ATTN: Jean Premutati

Appendix A Scope of Services

The selected firm/consultant will initially assist the District in development of a strategic communications plan that includes effective and timely communications with the public. In addition, the District will be looking to develop a technology plan for use in public affairs. The scope of services shall include, but not be limited to the following:

- Serve as a non-exclusive, full-service advertising, branding, marketing, media and communications agency to develop a strategic communication plan that supports Marina Coast Water District's 5-year strategic plan and includes goals for branding the District's programs and services;
- Create and maintain a detailed project plan that describes the full scope of work in which the firm/consultant is engaged;
- Demonstrate an understanding for integrated brand elements in all materials to maintain continuity and identification;
- Draft and edit important documents that are developed for public audiences, such as press releases, newsletters, brochure materials, position papers, and project descriptions through a variety of platforms including, radio, print, direct mail, and digital and internet marketing;
- Evaluate the effectiveness of the strategies at milestone points across the life of the contract to determine the success of the efforts and, as necessary, redefine the communication strategy to respond to changing needs of customers;
- Identify the District's current position in comparison to that of other water districts. Analyze all relevant research to recommend the best strategies and outreach channels;
- Perform media production services including but not limited to: creative concept, graphic design, photography, copywriting, pre-press and printing;
- Seek out non-traditional, value-added media opportunities such as promotions, giveaways and editorial opportunities;
- Make recommendations to the District for more timely, transparent and effective communication with residents and businesses of the District. Potential issues include:
 1. Water rates
 2. Conservation
 3. Future supply and long-range planning
 4. Ratepayer communications
 5. Emergencies and crisis planning
 6. Employee communications

In developing a technology plan for use in public affairs, the firm/consultant scope of work should include:

- Work in conjunction with the District and its key partners, including local community and business partners, to develop an overall strategy to improve the District's outreach and communication efforts;
- Assist with the development and distribution of messages targeting the District's stakeholders through a variety of platforms including, but not limited to print media, websites, streaming audio and video presentations, and links to common social media, blogs and podcasts;
- Develop a systematic means for the District to monitor Web usage; include Web metrics in regular views and evaluations, and make recommendations based on those metrics;
- Monitor, analyze and report on executed advertising campaigns. Provide written analysis of the campaign, including effectiveness, results and recommendations for improvements;

Additionally, should matters outside the scope of services be necessary, the District reserves the right to negotiate new terms and conditions of an agreement.

Appendix B
PROFESSIONAL SERVICES AGREEMENT
FOR PUBLIC RELATIONS AND COMMUNITY OUTREACH SERVICES
BETWEEN
MARINA COAST WATER DISTRICT
AND

Some of the important terms of this Agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 are incorporated in this document and will constitute a part of the Agreement between the parties when signed.

TO: Marina Coast Water District DATE _____
11 Reservation Road Agreement No. 2015-
Marina, CA 93933

The undersigned Consultant offers to furnish the following:

Professional services to the Marina Coast Water District related to communications and community outreach.

Contract price Not to exceed \$ _____

Completion date _____

Instructions: Sign and return two (2) originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted Marina Coast Water
: District

CONSULTANT:

By _____

By _____

Title General Manager

Title _____

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with the Marina Coast Water District that:

1. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

2. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will defend, indemnify and hold harmless the Marina Coast Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Marina Coast Water District, its directors, officers, employees, or authorized volunteers. In the event of an action for damages is filed in which negligence is alleged on the part of the Marina Coast Water District and Consultant, each party shall provide for its own defense. Consultant agrees to indemnify and reimburse District on a pro-rata basis for all expenses of defense and any judgment or amount paid by Marina Coast Water District in resolution of such claim, but only to the extent of Consultant's liability for damages in such action. Such pro rata share shall be based upon a final or ultimate judicial determination of negligence or in the absence of such determination, by mutual agreement.

3. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this Agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement and shall file with the Marina Coast Water District the certificate required by Labor Code Section 3700.

4. Consultant will file with the Marina Coast Water District, before beginning professional services, a certificate of insurance satisfactory to the District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Marina Coast Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the District. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work.

Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

5. Consultant will file with the Marina Coast Water District before beginning professional services, certificates of insurance satisfactory to the Marina Coast Water District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Marina Coast Water District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Marina Coast Water District, its officers, directors, employees, or authorized volunteers shall not contribute to it". The general liability insurance shall give Marina Coast Water District, its officers, directors, employees and its authorized representatives and volunteers insured status using ISO endorsement CG2010, CG2033 or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII or as otherwise approved by the Marina Coast Water District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

6. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to the District at least ten (10) days prior to the expiration date.

7. Consultant shall not accept direction or orders from any person other than the General Manager, Management Services Administrator, or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

8. Final Payment, unless otherwise specified on Page 1, is to be within 30-days after acceptance by the Marina Coast Water District.

9. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

10. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing by a supplemental agreement by the

Marina Coast Water District. Consultant's "authorized representative(s)" has (have) the authority to execute such written change for Consultant.

11. The Consultant shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the Marina Coast Water District. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the Consultant's proposal unless approved by the Marina Coast Water District in writing.

12. This Agreement supersedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the Marina Coast Water District and the Consultant. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

13. The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen days of such selection.