

Request for Proposal

Marina Coast Water District

The Marina Coast Water District wishes to contract for Public Outreach Services



Proposals due

5:00pm
November 7, 2011

Proposals sent electronically must be directed to:

Patrick Breen at
pbreen@mcwd.org

Proposals sent by mail must be directed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Patrick Breen

Introduction

Marina Coast Water District (District) is requesting proposals to provide public outreach services for the District.

The Marina Coast Water District is located north of the Monterey Peninsula and serves approximately 8,000 customers in the diverse communities of Marina and the Ord Community (former Fort Ord). The District provides high quality water, wastewater and recycled water services through management, conservation and development of future resources at reasonable costs. The District is governed by a five-member Board of Directors who serve four-year terms.

The District is currently planning water supply facilities known as the Regional Water Project. The project is intended to provide water for the projected development of the Ord Community, Monterey Peninsula, and Northern Monterey County.

I. Scope of Services

The District is seeking proposals from qualified firms with a comprehensive understanding of the public sector communications to assist the District with public outreach services in the Monterey Bay Area. Services to be provided shall be seek the following outcomes:

1. To ensure clear and factual media coverage about the District
2. A positive image of the District
3. Management of specific issue(s)

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

II. Proposal Requirements

The proposal should provide a straightforward, concise description of your firm's capabilities to satisfy the Public Outreach requirements for the District. The proposal should contain the following information:

- A. Introduction – an introductory description of the services offered by the firm.

- B. References
- C. Team experience, qualifications, and resumes
- D. Proposed Approach
- E. Typical fee terms
- F. Rate sheet

III. References (references of at least three (3) current clients)

Please include the name and type of firm, address, main contact, and telephone number including the scope of work performed.

IV. Team Qualifications

Provide experience, qualifications, and resumes of the team member(s) proposed to perform the services.

V. Proposed Approach

Please describe how the firm will provide the services requested.

VI. Costs

A detailed breakdown of billing rates and expenses should be included in the proposal (the cost of proposal preparation shall not be chargeable in any manner to the District).

VII. Selection Process

All proposals will be evaluated uniformly for final selection, which will be based on analysis of the qualifications and proposals.

Although interviews will 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.

The criteria for selection will include: qualifications/capabilities, approach, cost, and perceived ability to achieve the stated outcomes.

The District also reserves the right to: 1) request clarification or additional information from any proposing firm at any time; 2) waive immaterial defects or minor irregularities in a proposing firm's responses to this request for proposal; 3) suspend or reopen the

request for proposals process; and 4) reject any or all responses and terminate the request for request for proposals process at any time.

VIII. Acceptance and/or Exceptions to Professional Services Agreement

Please provide a statement of acceptance and/or provide exceptions to the Marina Coast Water District Standard Professional Services Agreement.

No fax submittals will be accepted and late submittals will not be considered. Proposals must be received by 5:00pm on November 7, 2011.

IX. Submittal Deadline

The deadline for proposals is 5:00pm November 7, 2011

If submitted by electronic means please email to Patrick Breen, at pbreen@mcwd.org and title the message "Public Outreach RFP"

Or if by traditional mail, address to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Patrick Breen
Re: Public Outreach RFP

Attachment(s): MCWD Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES
BETWEEN
MARINA COAST WATER DISTRICT
AND**

Some of the important terms of this Agreement are printed on Page 2. 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
11 Reservation Road
Marina, CA 93933

DATE: _____

The undersigned Consultant offers to furnish the following:

MCWD wishes to engage _____ to provide professional real estate services, specifically to obtain a long term tenant or tenants for District owned property at Imjin Office Park in Marina, CA.

Contract price \$ _____

Completion date _____

Instructions: Sign and return two originals. Upon acceptance by the Marina Coast Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Marina Coast Water District

CONSULTANT

By _____

By _____

Name _____

Name _____

Title _____

Title _____

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 nonperformance) 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; 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.

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 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.

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.

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 or his designee.

8. The terms of this agreement shall commence on _____, 2011 and continue in full force unless terminated by a 30-day written notice by either party to the other.

9. 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.