

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
On-Call Marketing and Public Relations Consulting Services**



**CITY OF COMMERCE
Administrative Services Department**

SUBMITTAL DEADLINE: Thursday, June 7, 2018 at 5:00 PM

OVERVIEW

The City of Commerce is requesting Statement of Qualifications (SOQ) proposals from qualified consultants for On-Call Marketing and Public relations Consulting Services. The purpose of the request for Statement of Qualifications (SOQ) is to demonstrate the competence and capacity of respondents to perform the work or provide the services described in this proposal. The SOQ should demonstrate the qualifications of the respondent and of the particular staff to be assigned to this project.

The City is seeking a qualified marketing and public relations firm for public relations campaign on an as-needed basis. The City of Commerce has a rich tradition of being a community built by business. From the strategic location near downtown Los Angeles, interstate I-5 and I-710 and railroad connection, the City has been and remains a favorable place to conduct business. City of Commerce has a positive business climate that helps maintain and expand our economic base. It is important that the City is looking for ways to be both proactive and innovative in aggressively attracting, expanding and retaining its business case, while continue providing variety of opportunities for its residents, and diversify its workforce. Those high level aspects that will be telling a “story” on a regional and national basis or running a specific campaign are critical to provide and compliment City’s existing staff in Public Information Office.

On-call professional service contracts provide flexibility and enhance the capacity of the Administrative Services Department to successfully deliver information to constituents in a timely manner; therefore, the City of Commerce desires to secure a “bench” of professional on-call marketing and public relations consultants to provided services in of the City’s diverse marketing and public relations needs.

By having on-call agreement in place, it would reduce costs and expedite project schedules by reducing the time and effort expended to solicit multiple Requests for Proposals (RFPs) for various individual projects.

Establishment of the On-call Marketing and Public Relations Consultant List shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

The top three most qualified consultants will be placed on the On-call Consultant List, which will be valid for a period of three (3) years. Upon contract award, specified rates of compensation shall be agreed upon with Task Orders to be issued on an “as-needed” basis. When the need arises, consultants on the On-call Consultant List will be solicited for Task Order Proposals will be ranked specifically to the task. A Task Order will be negotiated with the most qualified consultant and brought forth to City Council for approval.

1) SCOPE OF WORK and TASK ORDER PROCESS

The scope of work will vary based upon the project or matter the consultant will be hired for. If placed on the On-call Consultant List, firms will be contacted when a need by the CITY arises and a Project Scoping Meeting will be held.

2) SCHEDULE

The anticipated schedule is as follows:

- a) Submittal Deadline: **June 7, 2018**
- b) Review and Scoring of the SOQs – 1-2 weeks
- c) Develop Shortlist of Qualified Firms – 1 week
- d) Interview Consultants (as necessary) and Develop Final Ranking– 1-2 weeks
- e) City Council Approval – 1-2 weeks
- f) Notification of Results – 1 week

The schedule above is tentative and the CITY reserves the right to adjust the schedule as necessary.

3) REGISTRATION

All firms are required to register by submitting Information on the CITY's Planetbids website: <https://www.planetbids.com/portal/portal.cfm?CompanyID=32906>

It is the responsibility of each firm to ensure that it is registered. Any clarifications, revisions, and/or addenda will only be transmitted to firms on the Registration List. Failure to register could result in disqualification of the firm's submittal.

4) SUBMITTAL FOR STATEMENT OF QUALIFICATIONS (SOQs)

Interested firms shall submit two (2) hardcopies. SOQs to the CITY by **5:00 p.m. on June 7, 2018**. SOQs shall be directed to:

City of Commerce
City Clerk's Office
2535 Commerce Way
Commerce, CA 90040
Tel: (323) 722-4805 Ext. 2231

Questions or Inquiries will be handled through the Planetbids website and sent through the project manager for response. The deadline for questions is June 4, 2018 at 6 pm.

Upon release of this Request for SOQ, all consultant communications concerning the overall SOQ should be directed to Planetbids website. Unauthorized contact regarding this SOQ with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the CITY. Consultants should rely only on written statements issued in this SOQ and Addendums.

5) REQUIREMENTS FOR SOQs

Firms shall insure that at a minimum the following items are included within the SOQ for consideration by the CITY:

- Qualifications or resumes of key personnel proposed for the contract. Key team members identified in the original proposal shall not changed (be different than) in the executed contract.
- Qualifying firms or prior principles must have at least 3 years of continuous experience. In public relations:
 - Develop plans and provide public relations (and social media) services
 - Monitor media for material relevant to specific projects, operations, plans. Maintain media outreach plan
 - Provide event planning as needed
 - Develop and produce press releases, media kits, PowerPoint type presentations, event invitations, and other materials as requested by the client. Assist with development and production of video products for web and broadcast as required.
- Related and relevant projects that key personnel have worked on
- Qualifications/experience of the firm
- Organizational chart
- References

The forms in this Request for SOQs may be copies and can be modified as long as the pre-printed text remains the same. All pages must conform to an 8.5" x 11" format with tabbed, labeled dividers for each section. Both portrait and landscape orientations may be used.

Submittals must contain the forms included within this Request for SOQs with sections in the order as follows:

a) Mandatory Requirements

Attachment "A" – Mandatory Requirements has been included and must be filled out accordingly. This section includes mandatory requirements regarding the

disciplines being submitted for as part of this SOQ. This section must be filled out and signed by a representative legally authorized to execute contract with the CITY on behalf of the firm.

b) Supplemental Information (see Attachment “B”)

Attachment “B” – Supplemental Information has been included and must be filled out accordingly. This section will allow firms to indicate their software proficiencies and include professional resumes for key staff members.

c) Project Approach

Include a summary of the firm’s management philosophy, project approach, and organizational chart. Identify budgeting, scheduling, quality assurance processes, and any other pertinent information the evaluators should be made aware of to properly evaluate the competence and qualifications of your firm. Please limit this section to a maximum of two (2) one-sided pages.

6) METHOD AND CRITERIA FOR SELECTION

The consultants will be selected by means of a dual selection process (evaluation of SOQs followed by an interview of those short-listed).

The CITY will review all SOQs and will develop a short-list of the most qualified consultants, based on relevant project experience, organizational structure, staff qualifications and resources, and what is most advantageous to the CITY. The CITY will request consultants, who demonstrate themselves to be most qualified, to participate in a brief oral interview and presentation of their SOQ.

Those consultants evaluated by the selection committee, and judged to be the most highly qualified to undertake the services, based upon the combined scores and ranking of the SOQs, will be interviewed and again scored and ranked by the selection committee.

7) SEALED COST PROPOSAL

Each short-listed consultant will be required to submit a sealed cost proposal with the proposal.

The sealed cost proposal shall include an hourly rate schedule and other pertinent costing information. The sealed cost proposal will be used as a baseline for contract negotiations and is subject to change during the contract negotiation process based on the results of the scoping meeting.

8) ESTABLISHMENT OF AN ON-CALL LIST

After establishment of a short-list and final ranking, CITY staff will establish an On-call Consultant List comprised of the top three firms. A sample of the CITY's standard consultant contract is included for reference (see Attachment "B").

CITY staff will negotiate an On-call Contract with the top three firms of each category. The contract will be negotiated pursuant to Section 4528 of the California Government Code. A contract with fixed rates of compensation for specific persons and classifications will be negotiated with the top three ranked consultants in each category. If agreement cannot be reached with one (or more) of the top three ranked consultants, negotiations will be terminated with said consultant(s) and negotiations will start with the next-ranked consultants for the contract.

One of the mandatory requirements is that all consultants agree to execute the CITY's standard contract and disclosure form without amendment (see Attachment "B"). The terms contained in the subject contract have been written by the City Attorney's Office and modifications will not be considered.

If the consultant is a corporation, the consultant must certify that the corporation is in good standing to do business in California. Pursuant to Revenue and Taxation Code 23101, "Doing Rev. 11/08/13 Page 19 of 22 business means actively engaging in any transaction for the purpose of financial or pecuniary gain or profit."

If the consultant is selected for the contract and found to have an invalid corporate status with the California Secretary of State's Office, the contract will be voided unless the consultant can provide validity of corporate status within five (5) business days of notification of intent to cancel.

The consultant finally selected must comply with Government Code Section 8355 in matters relating to providing a drug-free work place.

All work shall be done in accordance with Federal and State standards, policies, procedures, regulations and laws.

9) ISSUANCE OF TASK ORDERS

If placed on the On-call Consultant List, firms of the required discipline category will be contacted when a need by the CITY arises and a Project Scoping Meeting will be held. The scope of work for the Task Order will be presented at the Scoping Meeting. The CITY meets with the each consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the scope of work that is required. The consultant is shown as much material as is available regarding the scope of work. Any technical questions regarding the scope of work are answered for the consultant.

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Once all the consultant questions have been answered, each consultant will provide a Task Order Proposal for the subject task. The CITY will rank each firm based on experience, firm size, qualifications, staff availability, and other criteria. Afterward, a Task Order will be negotiated with the most qualified firm based on the fees and terms within the final contract.

The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost.

The items typically negotiated include:

- Work plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Personnel to be assigned;
- Cost items, payments and fee.
- Electronic files (Word, Excel, AutoCAD, GIS, etc.)

Once the Task Order has been negotiated, a Purchase Order will be issued in accordance with the terms of the On-call Contract. If a Task Order cannot be negotiated, negotiations will be terminated with said consultant and negotiations for the Task Order will be started with the next consultant on the On-call List.

9) MISCELLANEOUS

a) Modification or Withdrawal of Submittals

Any SOQ received may be withdrawn or modified prior to the SOQ submittal date by written request to the CITY by the prime consultant.

b) Property Rights

SOQs received become the property of the CITY.

c) Confidentiality

Prior to award of a contract, all SOQs will be designated confidential. After award of a contract, the associated SOQ become public record. Contracts are considered awarded after they are fully executed by both parties and approved by the CITY. Any language purporting to render any portion of the SOQ to be excluded from public review will be regarded as non-effective and will be disregarded.

d) Addendum to Request for Qualifications

The CITY reserves the right to amend the Request for SOQs Notice by addendum before the final SOQ submittal date.

e) Non-Commitment of the CITY

This Request for SOQs does not commit the CITY to award a contract, to pay any costs incurred in the preparation of an SOQ for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for SOQs will remain in the public domain at the completion of the contract.

f) Business License / Certificate

All consultants performing work for the CITY are required to procure a City of Commerce Business License / Certificate at the time of contract award.

g) Insurance Requirements

For the duration of the contract, the consultant must procure and maintain insurance against loss of property. The cost of such insurance is the consultant's responsibility. The City of Commerce is to be named as additionally insured with respect to the services being provided.

1. General Liability – Minimum \$1,000,000 per occurrence, \$2,000,000 general aggregate.
2. Automobile Liability – Combined single limits of \$1,000,000 per occurrence.
3. Workers' Compensation – Statutory requirements and benefits of no less than \$1,000,000.
4. Professional Liability Insurance – Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, specifically to include work under this agreement.

h) Americans with Disabilities Act

The Consultant shall assure the CITY that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. Section 12101 et seq.).

i) Conflict of Interest Concerning Consultant(s)

Prospective consultants shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract. Prospective consultants shall also list current clients who may have a financial interest in the

outcome of this contract.

j) Subcontracted Services

The consultant's organization and all associated consultants and sub-consultants must be identified at the time of the proposal. If the consultant wished to use a sub-consultant not specified in the proposal, prior written approval must be obtained from the agency. If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.

k) References

The CITY reserves the right to check references not only for those stated in the SOQ, but also references from the CITY's consultant evaluation reports. Reference information provided in the SOQ found to be in error may be reflected as a reduction in your evaluation score.

l) Consultant Audit and Review Process

All proposed contracts with funded with Federal and/or State funding sources are subject to audit or review by Caltrans Audits and Investigations (A&I), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather they will be selected on a risk-based approach. For further information, please see Section 10.3 A&E Consultant Audit and Review Process in Chapter 10 Consultant Selection of the LAPM.

m) Expenses Incurred

The CITY shall not be liable for any pre-contractual expenses incurred by any Consultant. Pre-contractual expenses include any expense incurred in preparing a SOQ and negotiating any terms with the City. Each Consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ.

n) Withdrawal of RFQ

The City has the right to withdraw this Request For Qualification at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the consultant that is best qualified and responsive in the opinion of the City.

ATTACHMENTS:

Attachment "A" Mandatory Requirements
Attachment "B" Sample Standard City
Contract Services Agreement

ATTACHMENT "A" – MANDATORY REQUIREMENTS

INSTRUCTIONS:

- 1) Please indicate the full name and title of each registered principal with professional license information, as appropriate. A principal is a person who occupies a position of management, shared in the firm's losses, and is liable for the acts of the firm.
- 2) Review the affirmation information, sign, and date.
 - o **Marketing and Public relations (open to all qualified firms)**

Full Name of Registered Principal: _____

Position/Title of Registered Principal: _____

PLEASE REVIEW THE FOLLOWING AND SIGN BELOW:

The applicant firm submitting this Statement of Qualification (SOQ) does hereby affirm that:

- 1) The firm has a local office in Southern California,
- 2) A majority of any awarded work will be performed locally,
- 3) The firm will have a project manager, agreeable to the City, available at the firm's local office during the term of any contract with the City,
- 4) The local office representative is authorized to legally execute all contracts with the City,
- 5) The firm is capable of providing the services in the Service Area checked above including signing and sealing construction documents for permit, and
- 6) The firm will execute the City's standard contract and ownership/principals disclosure form as attached to the SOQ Application Packet, without amendment.

I declare under penalty of perjury that this application is complete, current and accurate as of the date below, and that I will advise the City of Commerce of any changes in writing, including personnel changes if such changes affect the firm's ability to provide required services, prior to negotiating or proposing any services, and that I am legally authorized by the applicant firm to execute contracts with the City.

Name and Title of Firm Officer

Firm Name

Signature

Date

ATTACHMENT “B” – SAMPLE STANDARD CONTRACT AND DISCLOSURE