

RFP 13-03

REQUEST FOR PROPOSAL
FOR
MARKETING CONSULTANT



JULY 2012

PROPOSALS MUST BE RECEIVED SEALED AND CLEARLY MARKED ON THE OUTSIDE WITH “RFP FOR MARKETING CONSULTANT. ATTN KATHY DODSON”

BIDS MUST BE RECEIVED PRIOR TO 5:00 P.M. ON AUGUST 12, 2012

AT:

CITY OF CARLSBAD
Community & Economic Development Dept.
Attn: Kathy Dodson
1635 Faraday Avenue
Carlsbad, CA 92008-7314

**THE CITY OF CARLSBAD ENCOURAGES THE PARTICIPATION OF MINORITY
AND WOMEN-OWNED BUSINESSES**

CITY OF CARLSBAD
REQUEST FOR PROPOSALS — MARKETING CONSULTANT

The City of Carlsbad welcomes Statement of Qualifications/Proposals for marketing services related to economic development and talent attraction. The City of Carlsbad has issued this request to solicit proposals for a lump sum contract with a qualified firm with solid experience in corporate or municipality identity development, including identity platform development and graphics standards, brand strategy and implementation including traditional marketing and promotion, interactive and social media marketing, and results tracking and measurement.

CITY OVERVIEW

The City of Carlsbad is a scenic coastal community located in North San Diego County, 35 miles north of downtown San Diego and 54 miles south of the John Wayne Airport in Orange County. The city's population is 106,000 and covers 39 square miles, 40 percent of which is dedicated to open space, including three lagoons, 46 miles of hiking trails and nearly seven miles of coastline.

The City of Carlsbad offers its residents an enviable range of opportunities for living and working in a community acknowledged for its high quality of life. Its economy is based on a diverse set of industries that offer a range of career opportunities. Important industry clusters in Carlsbad are:

- Life Sciences
- Information and Communications Technology
- Action Sports Manufacturing
- Clean Technology

Its tourism sector, which includes world-class resorts and destinations, contributes to the city's quality of life amenities—including a plethora of recreation activities.

Over the past few decades, the city's climate, geography, proximity to San Diego and Orange County and its well-planned business parks and quality of life have attracted many entrepreneurs who have built successful companies in Carlsbad. We want to continue to attract talented individuals who will help our existing companies grow or start new companies in Carlsbad.

A suggested scope of work is attached.

CONTENTS OF THE PROPOSAL:

The proposal shall include the following items in the order listed:

1. **General** – The proposal should be concise, well-organized, and demonstrate the consultant's qualifications and experience applicable to the project.
2. **Firm Experience** – Provide a summary of projects that are similar in scope (limit to the three most applicable) to the type of study noted herein. The summary should include client name, description, project team, date completed and total project cost.

3. **Project Team** - Provide the names and qualifications of the key individuals who will be responsible for delivering these services, their respective roles and the organizational structure of the team. Technical support staff should be included if they will perform a significant role in the preparation of the work products. If the firm has multiple offices, the office of record for each team member shall be listed as well as the primary office location where the work is to be performed. Please include the percent of time to be spent on the project by each key individual.
4. **Project Approach & Schedule** – Provide a summary of the firm's proposed approach to the project. Approaches should stress efficiency and innovative ways to achieve the scope of work in a cost-effective, timely manner. Include a proposed schedule for the product delivery. Provide a statement of time commitment by the firm to this project, justifying the firm's ability to complete the project within schedule.
5. **Cost Proposal** – Provide the total direct and indirect costs to complete all tasks identified in the Scope of Work, or as modified by a proposed alternate approach. Include a list of any sub consultants proposed for the project, the scope of work and cost for each sub consultant, and the approximate percentage of the work (as a percentage of the total project) to be performed by each sub consultant. **The total amount available under this RFP will not exceed \$50,000 for a one year contract.**

RESOURCES:

Prior to submittal of the proposals, the following information is available for review.

1. **City of Carlsbad Brand Platform** – available upon request from Kathy Dodson at Kathy.Dodson@CarlsbadCA.gov.
2. **2007 Economic Development Strategy** – available upon request from Kathy Dodson at Kathy.Dodson@CarlsbadCA.gov.
3. **City of Carlsbad Economic Development Website** – <http://www.carlsbadca.gov/services/departments/economicdevelopment/Pages/default.aspx>.
4. **Envision Carlsbad Working Paper #2** – <http://www.carlsbadca.gov/services/departments/community/envision-carlsbad/Documents/WP2.LocalEconomy.BusinessDiversity.Tourism.low.pdf>

SELECTION PROCEDURE:

Proposals will be reviewed and ranked by a selection committee composed of city staff members. During the evaluation process, the committee and the City of Carlsbad reserve the right to request additional information or clarification from firms responding to this RFP. All proposals deemed responsive by the committee will be evaluated using the following criteria (listed in no particular order of importance or value of rating).

- Proposed services and methodology

- Overall response to request
- Best value
- Related experience of firm and project team, as related to this request
- Client reference information

If necessary, and at the sole option of the city, the top firms may be invited to an interview prior to final selection. If the city selects this approach, sufficient time will be given to the firms to prepare for the interview.

Selection will be based upon the consultant's current ability to provide the highest level of quality services that meets the requirements and goals of this RFP, the needs of the city, and provides the best value to the city.

Upon ranking of the proposals based on a review of the selection criteria, staff will begin negotiations with the firm as to final scope of work, schedule and price. If staff is unable to reach an acceptable agreement with the selected firm, staff will terminate negotiations, and initiate negotiations with the next-ranked firm. Upon conclusion of successful negotiations, staff will recommend to the city management that the city enter into the proposed agreement.

A copy of the city's professional services agreement is attached for your review. The form of this agreement will not be subject to negotiations; therefore, if you are not able to sign this agreement do not submit a proposal.

The City of Carlsbad reserves the right to reject any or all bids or any part of the bid, to waive minor defects or technicalities, to award multiple contracts, or to solicit new bids for the same scope of work or a modified scope of work.

SUBMITTAL:

Submit five (5) original copies of your proposal no later than 5 p.m., August 10, 2012. Please address the submittal to:

**KATHY DODSON
ECONOMIC DEVELOPMENT MANAGER
CITY OF CARLSBAD
COMMUNITY & ECONOMIC DEVELOPMENT
1635 FARADAY AVENUE
CARLSBAD, CA 92008**

RFPs received after the specified time will not be considered and will be returned to the consultant. Any questions you may have pertaining to this RFP should be addressed to Kathy Dodson via email, kathy.dodson@carlsbadca.gov. Questions will not be accepted in any other format. Answers citing the question, but not identifying the questioner, will be distributed simultaneously to all vendors who received the RFP. Any other officer, agent, or employee of the City of Carlsbad will not accept verbal questions regarding this RFP. All questions regarding this RFP must be received in writing (via e-mail) no later than August 1, 2012. Written responses to these questions will be distributed via email to all vendors no later than August 6, 2012. Thank you for your interest and we look forward to reviewing your proposal.

KATHY DODSON
ECONOMIC DEVELOPMENT MANAGER

Attachment "A" Consultant Selection Schedule
Attachment "B" Scope of Work
Attachment "C" Professional Services Agreement

Attachment “A”

Consultant Selection Process Schedule

Friday, July 20	Post RFP on City Website
Friday, August 10	Receive Proposals from Consultants
Wednesday, August 15	Committee to Review Proposals
Wednesday, August 22	Set Interviews with Consultants, if Necessary
Week of August 27	Interview Consultants, if Necessary
Week of September 3	Negotiate Agreement

The above timeframes are estimates only.

Attachment “B”

Scope of Work and Deliverables

Scope of Work

- 1. Develop an economic development brand platform that provides clear understanding of what the community stands for at its best. Develop a brand concept to include message, tagline and graphics that complement the existing city brand.**

Develop a strategic positioning statement, brand attributes and graphics based on the city's current brand platform and style guide, but geared specifically toward a corporate audience. The proposal should include a research methodology with specific details and a timeline to gather information about Carlsbad's unique qualities to help clearly identify who we are. The research should include input from identified project stakeholders.

Develop messaging to attract talented individuals to Carlsbad. Economic development is moving away from attracting companies and is focusing on attracting talent. Talented individuals may come into the community to work for existing employers or to start their own companies. Carlsbad has everything that should attract talent: great industry clusters, a base of talented individuals, good schools, wonderful climate, outstanding recreational opportunities, community feel, high quality of life, central location between two large metro regions, and beautiful California coast location. Carlsbad is home to many cutting edge life sciences, action sports manufacturing and information and communications technology companies, and we would like to continue to grow these sectors. The messaging will be used in promotional pieces, mailings, on the website, in newsletters and through other means to help us attract the talent we need to secure a bright economic future.

- 2. Develop a marketing piece that captures how special Carlsbad is. Please include the cost of development but not production.**

Develop a four color brochure focused on assets that will attract talent to Carlsbad.

- 3. Recommend specific necessary elements to deliver the brand message; i.e. printed collateral beyond the marketing brochure, social media marketing, online/print advertising, website design, public relations including media targets and special events. Include recommendations for priority allocation of limited funds. Include template development where appropriate.**
- 4. Recommend one or more specialty marketing items that are iconic for Carlsbad.**

ATTACHMENT "C"

SAMPLE AGREEMENT. DO NOT COMPLETE AT THIS TIME.
AGREEMENT FOR (INSERT TYPE OF PROFESSIONAL SERVICES) SERVICES
(NAME OF CONTRACTOR)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and _____, a _____, ("Contractor").

RECITALS

- A. City requires the professional services of a _____ that is experienced in _____.
- B. Contractor has the necessary experience in providing professional services and advice related to _____.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of _____ from the date first above written. The City Manager may amend the Agreement to extend it for _____ additional _____ year periods or parts thereof in an amount not to exceed _____ dollars (\$_____) per Agreement year. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will be _____ dollars (\$_____). No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII". **OR** with a surplus line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X".

10.1 Coverages and Limits.

Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

10.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

_____	_____	☐	If box is checked, Professional Liability Insurance requirement is waived.
City's Initials	Contractor's Initials		

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name _____

Title _____

Department _____

City of Carlsbad

Address _____

Phone No. _____

For Contractor

Name _____

Title _____

Address _____

Phone No. _____

Email _____

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in

23. JURISDICTIONS AND VENUE

24. SUCCESSORS AND ASSIGNS

25. ENTIRE AGREEMENT

[illegible]

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

CITY OF CARLSBAD, a municipal
corporation of the State of California

By:

By:

(sign here)

City Manager or Mayor or Division Director
as authorized by the City Manager

(print name/title)

ATTEST:

By:

(sign here)

LORRAINE M. WOOD
City Clerk

(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A

Chairman,
President, **or**
Vice-President

Group B

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

RONALD R. BALL, City Attorney

BY: _____
Assistant City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Itemized List of what Contractor will do for City and at what price.