

REQUEST FOR PROPOSALS

Media Services for the Port of Long Beach

Release Date: April 4, 2012

Submission Deadline: April 20, 2012

Available online at www.polb.com



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1. Introduction

The Port of Long Beach (Long Beach Harbor Department's) Communications and Community Relations Division plans to engage the services of one or more firms to provide public relations, social media and marketing tools including a media database, media monitoring (print, online, video, TV and radio), press-release distribution and tracking, and media analysis.

Background

The Port's mission, as defined in its Strategic Plan, is as follows: "The Port of Long Beach is an innovative provider of state-of-the-art seaport facilities and services that enhance economic vitality and improves quality of life and the environment."

Founded in 1911, the 100-year-old Port of Long Beach is one of the world's leading full-service seaports, a major gateway for trade between the United States and Asia, and the first stop for many of the things that we buy and use every day – everything from clothing and televisions to cars and tennis shoes. As the second busiest container port in the United States and the 18th busiest internationally, the Port and its operations provide one out of every eight jobs in the City of Long Beach, one out of every 22 jobs in Southern California and a total of 1.4 million jobs nationally.

The Port is a government entity that operates as a landlord, which develops and leases shipping terminals to its customers. Port funding is generated through the leasing of these terminals to private shipping lines and terminal operators. Thus, local taxpayers do not pay for the operation, development or maintenance of Port facilities or for the salaries of Port employees. For the 2011 fiscal year, the Port's budget is \$716 million.

More information about the Port of Long Beach can be found at www.polb.com.

2. SCOPE OF WORK

- Provide monitoring of Television and Radio broadcasts in the U.S market and possibly Asia as well as other markets.
- Provide daily alerts and reports on broadcast markets via e-mail, preferably in real time. And possibly provide the ability to create/share custom reports.
- Provide a searchable archive with the ability to download clips and possibly available to be accessed remotely.
- Provide keyword filtering as well as the number of hits, noise filtering and a competitive analysis and possibly trending.
- Provide monitoring of daily newspapers, trade publications, news magazines, online content and possibly other print mediums in the U.S market and possibly Asia as well as other markets.
- Provide daily alerts and reports on print markets via e-mail, preferably in real time.
- Provide a searchable archive with the ability to share content internally and possibly available to be accessed remotely.
- Provide keyword filtering as well as the number of hits, noise filtering and a competitive analysis and possibly trending.
- Provide monitoring of various online and social media sources, including blogs, Twitter, Facebook, PRNewswire, PRWeb and possibly others like Yelp, Foursquare, etc.
- Provide daily alerts and reports on online/social media/other sources via e-mail, preferably in real time.
- Provide a searchable archive with the ability to share content internally.
- Monitoring specific topics, related topics, noise filtering, trending and provide a competitive analysis.
- Provide a Searchable Database for Media Contact Management with the ability to create custom lists.
- Provide eMarketing Services like Email, Customized Templates, Analytics (open rate, bounce rate, etc.) and possibly push video.
- Provide Training and Customer Support and possibly a dedicated account manager.

3. Desired Qualifications

Submittals will be reviewed and ranked by a selection committee using the following criteria:

- Experience in providing a variety of media services to both government agencies and private businesses.
- Ability to provide as much information as possible in real time, with simple client remote access to clips and reports.
- The cost of proposed services.

Firms may be asked to participate in oral interviews with proposed team members. A contract will then be negotiated with the most qualified firm.

4. Submittal Requirements

The specific content of each submittal may vary, but all proposals *must* include the following information:

- **Contact Information:** The legal name of the firm, street address, and telephone number; the name, address, telephone number, and e-mail address of the person to whom correspondence should be directed; and the address and phone number of the office where the work is to be undertaken.
- **Overview/Background:** A general description of the firm, including structure (i.e. individual, partnership, corporation, joint venture), history (including the year the firm was established), and primary business areas.
- **Experience/Expertise:** A representative listing and description of projects of a similar nature completed by your firm. This should include a description of your firm's experience collaborating with other firm on similar projects as well as client references that the Port's selection committee may contact concerning your firm's performance.
- **Proposed Budget:** Estimated cost of the services to be performed, including a breakdown of the cost by task.
- **Contract Certification Form:** A signed and dated contract certification form (See Appendix B)

5. Insurance Requirements

As a condition precedent to the effectiveness of this contract, Consultant shall procure and maintain in full force and effect during the term of this contract the types and levels of insurance described below. The required insurance and the documents provided as evidence thereof shall be in the name of Consultant. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below:

Commercial General Liability:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate. The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If Consultant is using subcontractors the policy must include work performed "by or on behalf" of the Consultant. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Consultant or contain any other exclusion contrary to this contract.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this contract with the City and continuous coverage will be maintained or an

extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured on a primary non-contributing basis with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Business Automobile Insurance:

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than five hundred thousand dollars (\$500,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. If Consultant does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this contract.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The City of Long Beach, its Board of Harbor Commissioners, employees and agents shall be added as additional insured on a primary and non-contributory basis with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to this contract.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Workers' Compensation:

Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease. The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its Board of Harbor Commissioners, employees and agents.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor, except ten (10) days shall be allowed for non-payment of premium.

Deductible/Self-Insured Retention:

Any deductible or self-insured retention must be approved in writing by the Executive Director and shall protect the City, its Board of Harbor Commissioners, agents and employees in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. Any deductible or self-insured retention must be disclosed on the insurance documents provided and must be approved in writing in accordance with City insurance guidelines.

Evidence of Insurance:

The Consultant, concurrently with the execution of this contract, and as a condition precedent to the effectiveness of this contract, shall, for all insurance policies written on an occurrence basis, deliver each required certificate of insurance, additional insured endorsement, notice of cancellation and waiver of subrogation containing the terms and conditions required by this contract to the Executive Director for approval as to sufficiency and to the City Attorney for approval as to form. The Port reserves the right to require complete certified copies of policies. For insurance policies written on a claims-made basis, a certified copy of the policy that complies with the terms and conditions of this contract or Port Special Endorsement form shall be provided.

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Director. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Executive Director evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Failure to Maintain Coverage:

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this contract.

Acceptability of Insurers:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII, and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City insurance guidelines.

Contractual Liability:

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

6. SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE) PROGRAM

The Port has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on professional services contracts. Although SBE/VSBE participation goals were not assigned to this contract, **the Port strongly encourages SBE/VSBE firms to respond to this solicitation as prime consultants.**

If a proposer is an SBE/VSBE and/or contracts with an SBE or VSBE, the proposer should submit an SBE/VSBE Commitment Plan (POLB Form SBE-2P) with his/her proposal.

All small businesses listed on POLB Form SBE-2P must be registered and SBE certified on the Port's online database and e-procurement system (*The Network*), to receive SBE credit. Eligible small businesses may apply for SBE certification through *The Network*. To register and/or obtain SBE certification, log on to www.thenetworkbidsystem.com. Registration on *The Network* is free to all businesses.

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. To access the current table of small business size standards, log on to the NAICS website at www.naics.com and click on the "Small Business Size Standards" link at the top of the page. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: architects/engineers \$4.5 million; landscape architects \$7.0 million; environmental consultants \$7.0 million; computer programming/design consultants \$25 million.

VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$3.5 million or less, or small business manufacturers with 25 or fewer employees.

Additional information regarding the Port's SBE/VSBE Program, including an Online Entrepreneurial Resource Guide and Frequently Asked Questions (FAQs), can be found on the Port's SBE website at www.polb.com/sbe.

7. Submission

Please submit three (3) hardcopies and one digital copy of your proposal no later than 3 p.m. on April 20, 2012. Proposals should be no more than 25 pages. Please submit proposals to the following address:

**Port of Long Beach
Communications and Community Relations Division
Attn: Gina Krueger
925 Harbor Plaza, 2nd Floor
Long Beach, CA 90802**

Questions related to any part of this RFP should be submitted via e-mail to gina.krueger@polb.com. Emailed questions must be submitted no later than 3 p.m. on April 10, 2012. Answers to all emailed questions will be posted on the Port web site (www.polb.com) no later than April 13, 2012.

Any attempt to contact the Board of Harbor Commissioners, City of Long Beach or Port of Long Beach staff prior to contract award may result in disqualification from the bidding process. Any information submitted as part of this Request for Proposals is subject to public records requests.

8. Schedule of Events

The following tentative schedule has been established for the selection process and is subject to change:

Milestone	Date
RFP Release	4/4/12
Deadline for Questions	4/10/12
Answers Posted	4/13/12
Proposal Due Date	4/20/12
Interviews and demonstrations	Mid-May
Award of Contract	Early June