REQUEST FOR PROPOSAL RFP# 23-130

STRATEGIC CRISIS COMMUNICATIONS PLAN AND STRATEGIC EMERGENCY PUBLIC INFORMATION PLAN

City of Benicia

250 East L Street Benicia

Benicia, CA 94510

RELEASE DATE: June 15, 2023

DEADLINE FOR QUESTIONS: June 22, 2023

RESPONSE DEADLINE: June 29, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/beniciaca

City of Benicia REQUEST FOR PROPOSAL

Strategic Crisis Communications Plan and Strategic Emergency Public Information Plan

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1. INTRODUCTION

1.1. Summary

The City of Benicia is seeking proposals for a Strategic Crisis/Emergency Communications Plan and Strategic Emergency Public Information Plan. This RFP is intended to solicit responses from firms that will enter into a one (1) year contract to provide these services that will provide a plan that defines the responsibilities and procedures for communicating with internal and external stakeholders in the event of a significant, unforeseen disruption or threat to the City.

1.2. Contact Information

Colette Schow

Management Analyst 250 East L Street Benicia, CA 94510

Email: cschow@ci.benicia.ca.us

Phone: (707) 746-4202

Department:

Economic Development

Department Head:

Sarah Shawky

Deputy City Manager

2. SCOPE OF WORK

2.1. Assessment of Crisis Communications Gaps

Assess through interviews or other outlets the internal gaps and challenges the City currently faces in crisis communications. Utilize results as part of the Strategic Crisis Communications Plan.

2.2. Strategic Crisis Communications Plan

Write and provide a final document that is the Strategic Crisis Communications Plan that provides information such as, but not limited to:

- Levels of Incidents
- Procedure and Process
- Identify Audiences What audiences are contacted and how they are engaged in certain circumstances
- Other relevant topics

2.3. Strategic Emergency Public Information Plan

Write and provide a final document that is the Strategic Emergency Information Plan that provides information such as, but not limited to:

- Messages Draft messages for scenarios, including social media, press releases, statements, etc.
- Templates for Crisis Fact Sheet, Digital Messaging, Key Messages, FAQs, Crisis Debrief, Media Advisory, Press Conference Checklist, etc.
- Other relevant topics

2.4. General Information About The City

The City of Benicia is a Bay Area City located adjacent to the Carquinez Strait, which is part of San Francisco Bay. A waterfront City of 28,000, Benicia is known for its small-town charm, history, and high quality of life.

3. PROFESSIONAL SERVICES AGREEMENT & RELATED MATTERS

3.1. Professional Services Agreement

City will expect the Selected Respondent to execute an agreement substantially similar to the attached form of Professional Services Agreement (PSA) for work, with only such changes as City may approve in its sole discretion. Respondents should indicate any objections or requested changes to the form in their Proposal questionnaire response.

Each Respondent shall acknowledge their acceptance of Form of Professional Services Agreement through its answer in the Vendor Questionnaire. Any requested modifications to the form of Professional Services Agreement must be indicated by checking the appropriate box in the Vendor Questionnaire and attaching the addendum referenced therein clearly identifying Respondent's proposed modifications. Respondents' proposed modifications to the form of Professional Services Agreement must be made in a "Strikeout" or "Underline" format.

3.2. <u>City's Right to Amend</u>

City reserves the right to make such modifications or additions to the form of Professional Services Agreement attached to this RFP, as City may elect in its sole discretion prior to the execution thereof, and thereafter as otherwise permitted by the Professional Services Agreement. Otherwise, City reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

3.3. Selected Respondent's Refusal to Execute

If the Selected Respondent refuses to execute the form of Professional Services Agreement in substantially the form attached to this RFP, as modified by its Proposal, City may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative exists, or exercise any other available right.

4. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFP and attached form of Professional Services Agreement define the City's basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

4.1. Proposal Submittal

A. Proposal Due Date

 Proposals must be received electronically through the City's e-procurement portal <u>https://procurement.opengov.com/portal/beniciaca</u>
 before the hour of 5:00 pm on Thursday, June 29, 2023.

B. Proposal Delivery

- 1. Proposals may not be amended after 5:00 pm on Thursday, June 29, 2023.
- 2. Proposals must be submitted through the City's e-Procurement portal https://procurement.opengov.com/portal/beniciaca.

C. Proposal Submission

- 1. It is the sole responsibility of Respondent to see that its Proposal is received in proper time.
- Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Proposal, and to the conditions affecting the award of contract.
- 3. Proposals are the culmination of answering each question in the <u>#Vendor Questionnaire</u> section and/or uploading documents to satisfy the question's requirements. <u>NOTE: There is no singular file upload that satisfies the entire RFP process.</u>
- 4. If more than one Proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Proposals may be rejected.
- 5. All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.
- Proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission.

4.2. Proposal Withdrawal

Any Respondent to this RFP may withdraw a Proposal by written notice delivered to the Project Manager prior to the due date and time specified in Section Proposal Submittal Sub-paragraph Proposal Due Date for receipt of Proposals. RFP may be un-submitted prior to the deadline corrected and resubmitted up until 5:00 pm on Thursday, June 29, 2023. A Proposal may not be changed after the designated deadline for submission of Proposals.

4.3. Irregular Proposals

A Proposal may be rejected if it shows any alteration of form, additions not called for, conditional Proposals, incomplete Proposals, erasures, or irregularities of any kind. If the Proposal amount is changed after the amount is originally inserted, the change must be initialed.

4.4. <u>City's Right To Reject or Terminate RFP</u>

City expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP, or to request new Proposals or pursue any other means for obtaining the services contemplated by this RFP and/or the Professional Services Agreement.

5. CONDITIONS GOVERNING THIS RFP

5.1. Confidentiality

City has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFP shall not be made public by City until after City has executed a Professional Services Agreement with the Selected Respondent. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, City will make a decision based upon applicable laws.

City shall notify Respondent of any materials or information that City does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

5.2. <u>Insurance</u>

As set forth in Professional Services Agreement example (Attachment A), insurance coverage shall be at least as broad as:

A. Commercial General Liability Insurance: Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

- B. Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- C. Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California.
- D. Professional Liability Insurance: Professional Liability Insurance with a minimum limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate.

Additional Insured Endorsements: The Selected Respondent shall name the City, the City Council members, and their respective officials, officers, directors, agents and employees as additional insureds on their commercial general liability and automobile insurance policies.

5.3. Applicable Laws/Miscellaneous

Respondents are required to sign and submit the Authorization (**Exhibit D**), stating their agreement to comply with the following terms and conditions of this RFP:

- A. The Selected Respondent shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- B. The Selected Respondent shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.
- C. All Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, City, and municipal entities, relating to the Project.
- D. This RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Solano and the State of California.
- E. All data and information provided by City or referred to in this RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless City from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFP. City expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

6. VENDOR QUESTIONNAIRE

6.1. <u>Pr</u> oject Organization

6.1.1. Name of Subcontractors (if using)

If using subcontractors, you must fill in their information in the below box following this format for each subcontractor:

- A. Name of Subcontractors
- B. Address,
- C. Telephone number(s),
- D. Email,
- E. Name of responsible corporate officer(s),
- F. Office location where the majority of the day-to-day work will be accomplished.

6.1.2. Project Organization Chart*

6.1.3. Description of responsibilities*

Brief description of responsibilities of key professional personnel, emphasizing experience directly related to responsibilities on this project.

6.2. _____<u>Ap</u> proach

6.2.1. Provide an approach for completing the scope of work. Discuss any unique ideas/concerns related to the project.*

6.2.2. Level of Effort Letter*

Upload a copy of a level of effort estimate indicating an estimate of hours to complete the tasks outlined in the Scope above. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification and hours for each consultant team member and subconsultant for each work task.

^{*}Response required

^{*}Response required

^{*}Response required

^{*}Response required

The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

- A. PRICING PROPOSAL. A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
- B. REIMBURSABLE EXPENSES. All reimbursable expenses must be included in the not-to-exceed proposed price.
- C. ADDITIONAL SERVICES. Billing rates for additional services.
- D. OVERTIME. Overtime must be included in Respondent's not-to-exceed proposed price.
- E. TRAVEL. Travel time must be included in Respondent's not-to-exceed proposed price.
- F. SIGNATURE. The handwritten or digital signature of the Respondent.

6.5.1. Upload pricing proposal here*

*Response required

cing Proposal

6.5.2. Letter from its insurance broker*

Respondent must confirm they're willing and able, upon request, to provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.
☐ Please confirm
*Response required
Cretionary Supplemental Materials Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal. Marketing brochures (if applicable to the specific
Services for this Project) may be provided as a separate submittal.
6.6.1. Discretionary Supplemental Materials Please uplead all Supplemental Materials here
Please upload all Supplemental Materials here
6.7. <u>Ag</u> reement Requirements
6.7.1. Vendor hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP, or has attached proposed modifications to the form of Professional Services Agreement as an upload to this confirmation of Acceptance.*
☐ Please confirm
*Response required
6.7.2. Proposed Changes to Professional Services Agreement Terms
If Vendor has proposed changes to the Professional Services Agreement, you must attach them to this upload, using strikeout or underline format.
6.7.3. MyCOI Registration for Insurance Tracking*
Vendor hereby acknowledges that if they are selected, they will register with the City's digital insurance tracking platform, MyCOI, and are responsible for ensuring their insurance documentation is correctly uploaded to the system, whether by the Vendor or its insurance agent. Registration invite will be sent during agreement approval stage.
☐ Please confirm
*Response required

6.8. <u>Fo</u> rms

6.8.1. Proposal Authorization Form*

Please upload a signed Proposal Authorization form (Attachment D) here

6.8.2. Materials Upload

You may use this area to upload a copy of your full submission packet, or any other miscellaneous materials. However please note, you will still need to fully answer all other questions and upload requirements to be deemed a responsive bidder.

^{*}Response required