

**Eric Hufnagel**  
*Mayor*

**Jean Ruestman**  
*Vice Mayor*

**Bob Craig**  
*Commissioner*

**Tamara Kirschenbauer**  
*Commissioner*

**Brad Gurski**  
*Commissioner*



**Jon Stoppels**  
*City Manager*

**Dave J. Kudwa**  
*Community Development*

**Mindy J. Seavey**  
*City Clerk*

**Kristina Kinde**  
*City Treasurer*

**John B. Salemi**  
*City Attorney*

**Steven M. Martin**  
*Director of Public Services*

*The City of St. Johns*

## **REQUEST FOR PROPOSALS**

*Comprehensive Communications and Marketing Plan*

*with Consulting Services*

### **Introduction**

The City of St. Johns, Michigan invites proposals from qualified consulting firms to advise the city on public communications and marketing techniques, and to include on-going consulting assistance. Responding firms should be experienced in assessing and developing strategies for communications, public relations and marketing programs, preferably involving public sector agencies similar in size and sophistication of the City of St. Johns.

### **Deadline**

**The deadline for submittal of proposals is Monday, July 26, 2021 at Noon.**

Fully completed proposals must be sent by the above date and time to the attention of the City Clerk, Mindy Seavey at [mseavey@stjohnsmich.com](mailto:mseavey@stjohnsmich.com). The official clock will be the internal clock on the Clerk's computer. The header of the e-mail should be titled "Proposal for Communications and Marketing". Vendors accept all risks of late delivery regardless of fault. Costs for developing the proposal in response to the RFP are entirely the obligation of the vendor.

100 East State Street, P. O. Box 477, St. Johns, Michigan 48879-0477  
(989) 224-8944 Fax (989) 224-2204  
E-mail: [csj@ci.saint-johns.mi.us](mailto:csj@ci.saint-johns.mi.us)

### **About St. Johns:**

The City of St. Johns is a historic community founded in 1856 and incorporated as a Charter City in 1950. The city is a Commission-Manager form of government. The City Commission is made up of five members elected at large. The commission members are part-time officials who exercise the legislative powers of the city and determine matters of policy. The mayor is a commissioner selected by the commission to chair meetings, authenticate documents and serve as chief executive officer. The city commission is supported by several advisory boards and committees. The commission appoints a full-time city manager who is the head of the administrative branch and serves as the professional administrator of the city, coordinating day to day activities.

The city is the county seat and serves a population of approximately 8,000 residents and provides a full range of municipal services including:

- Police and Fire Service
- Public Works
- Potable Water Production and Distribution
- Sanitary Sewage Collection and Treatment
- Parks and Recreation
- Community Development
- All General Administrative Services

The city also has a Downtown Development Authority and a Principal Shopping District

The city employs a staff of 60 individuals made up of full-time, part-time and volunteer personnel. The city's annual budget is \$ 15.7 million which includes all departments and funds.

### **Current Communications Program:**

Several city staff members including the manager, department heads and clerical personnel work individually and collectively to prepare and disseminate a number of public and internal communications.

The following is a non-comprehensive list of citywide public communication tools currently in use.

- City Website
- Quarterly Newsletters (2)
- Press Releases
- Emergency Alerts
- Social Media Sites (Facebook)
- Special Mailings
- TV News Releases

**City Responsibilities:**

During the process when the consultants are developing their proposals, city staff will provide the consultants with all relevant information it has pertaining to its current communications processes, if requested for proposal development. The city may provide additional documents and information as appropriate.

**Proposal Format:**

Proposals shall be a maximum of 20 pages, not including the cover letter and include the following information:

1. Cover letter summarizing the proposal and the firm's qualifications as they relate to the scope of the work.
2. Outline of the proposed work plan, including a description of deliverables, activities and time estimates for completing each element.
3. Description of the project team, including names and qualifications of the proposed project manager and all support staff who will be conducting the work on the assignment, including their experiences with similar projects in which they had "hands on" responsibility.
4. Schedule of billing rates and all-inclusive fees that includes associated costs.
5. A list of four references for similar projects, including contact information.



**Contract/Budget:**

It is the city’s desire to negotiate a contract with a “not to exceed” dollar total based on a clearly defined scope of services. The selected consultant will be required to enter into a professional service contract.

**Schedule:**

- Release RFP June 14, 2021
- Deadline for submission of proposals by noon on July 26, 2021
- Proposal Evaluation completed August 27, 2021
- Contract award September 13, 2021

**Selection Criteria:**

Staff experience	25 pts.
Thoroughness of proposal and overall understanding of needs	25 pts.
Company background experience	25 pts.
Cost	<u>25 pts.</u>
	100 pts.

Proposers may be requested to present their proposals to the city commission or a review committee. Such presentations may be either in-person or via electronic meeting.

**Discretion and Liability Waiver:**

The City of St. Johns reserves the right to reject all proposals or to request and obtain supplementary information as may be necessary for city staff to analyze the proposals pursuant to the consultant selection criteria listed above.

The consultants, by submitting a response to this RFP, waive all rights to protest or seek legal remedies whatsoever regarding any aspect of this RFP.

**Contacts:**

All communications concerning this RFP should be directed to the City Clerk in any of the following ways.

Mindy Seavey, City Clerk

[mseavey@stjohnsmich.com](mailto:mseavey@stjohnsmich.com)

100 East State Street, PO Box 477

St. Johns, MI 48879

Phone: (989) 224-8944

**Attachments:**

- A. Scope of Work
- B. Sample Professional Services Contract

## **Attachment A**

### **Scope of Work**

#### **Overall Goal:**

It is the desire of the City of St. Johns to enhance and expand their current communications and marketing efforts and to have a comprehensive Public Communications and Marketing Plan that provides clear, consistent, and professional information for city residents, businesses, and visitors. The desire is to become a well-known destination site that attracts visitors and new residents. This can be accomplished by maximizing the communications process and by promoting the city as a modern well-kept community that puts its residents first. St. Johns is a great place to live, work and play and the city commission wants to make residents and prospective residents know what makes our city great.

The plan should include a startup phase that includes recommendations for both initial and ongoing implementation of the plan as well as training for city staff who will be responsible for elements of the plan.

Further, the plan should include the consulting firm being on a retainer contract to assist staff with startup of the plan, especially during the first several months of implementation and possibly on a continuous basis.

#### **Project Management:**

1. The consultant shall develop a mutually agreeable project management plan that clearly describes all phases of the project with schedules, responsibilities, and deliverables.
2. The consultant shall submit monthly invoices with a written summary of project progress and successes.

## **Communications Strategy:**

The consultant's work on the Communications and Marketing Plan will include the following tasks: NOTE: for each task, the consultant will be expected to explain how each task will be undertaken and completed.

1. Interview the city commission, city manager, key department directors and support staff regarding current communication techniques and practices. A public engagement process should also be part of the planning effort.
2. Evaluate existing communications tools and practices including comparisons with other local jurisdictions and best practices.
3. Assess compliance with all state and federal requirements including but not limited to; Open Meetings Act, Public Records and Retention, and the Americans with Disabilities Act. If new technological strategies are recommended, an analysis of how those would comply with these, and other pertinent laws.
4. Provide an analysis of our current communications and promotional efforts as they relate to the effectiveness of reaching the public.
5. Develop a written report that includes observations on the effectiveness of staff capabilities and current communications and promotional efforts currently being utilized. The report should also provide an estimation of costs and resource requirements for implementing the proposed communications and marketing plan and strategies.

## **Deliverables:**

1. Draft and final written report of findings and recommendations.
2. Draft and final Communications and Marketing Strategic Plans
3. Draft and final Implementation Plan
4. Materials and exhibits for presentation to the city commission. The presentation could be either electronic or in person.



**SAMPLE  
PROFESSIONAL SERVICE AGREEMENT  
CITY OF ST. JOHNS**

**This Agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between \_\_\_\_\_, hereinafter referred to as "CONTRACTOR" and THE CITY OF ST. JOHNS, 100 E. State St., Suite 1100, St. Johns MI 48879, hereinafter referred to as "CLIENT".

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES and CONTRACTED FOR WORK**

CONTRACTOR shall perform professional communication services (the "Services") in connection with CLIENT'S Scope of Services as set forth in its Request for Proposal and **Exhibit A** (\*\*need to create Exhibit A in consultation with Contractor once bid awarded) attached hereto and incorporated herein as a material part of this agreement.

**II. CONTRACTOR'S RESPONSIBILITIES**

CONTRACTOR shall, in addition to the responsibilities established through the Request for Proposal and **Exhibit A**, be subject to the terms and provisions of this Agreement as follows:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONTRACTOR and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONTRACTOR as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.
- (c) Perform the Services in accordance with generally accepted professional communication and public relations standards (for Michigan Municipalities/governmental units) in existence at the time of performance of the Services.

**III. CLIENT'S RESPONSIBILITIES**

CLIENT shall, when necessary;

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals required from the City Commission or other authorities, designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.



- (b) Furnish to CONTRACTOR all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data as may be required for the project. CONTRACTOR shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder. Provide CONTRACTOR with access to all social media platforms/websites related to the City of St. Johns.

#### **IV. INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of CONTRACTOR during the performance of the Services hereunder.

#### **V. INSURANCE**

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, CONTRACTOR shall maintain standard insurance policies as follows:

- (a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over CONTRACTOR's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars (\$100,000) each incident;
- (b) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering CONTRACTOR against all sums which CONTRACTOR may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

The CONTRACTOR agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. Such certificates of insurance shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty (30) days advance notice to the CLIENT in the event of cancellation, material change, or non-renewal.

#### **VI. COMPENSATION AND TERMS OF PAYMENT**

The fees to be charged for the Services performed hereunder are set forth in Exhibit A and shall be binding on the parties unless amended by a signed amendment to this agreement, executed by authorized representatives of each party hereto.

#### **VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon ninety (90) days written notice to CONTRACTOR. The obligation to provide further Services under this Agreement may be terminated by either party upon ninety (90) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONTRACTOR will be paid for all expenses incurred and Services rendered to the date of the termination.

#### **VIII. OWNERSHIP OF DOCUMENTS**

Strategic plans, final project specific calculations and other instruments of service which CONTRACTOR prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONTRACTOR has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service for the intended purposes.

#### **IX. INDEPENDENT CONTRACTOR**

CONTRACTOR shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONTRACTOR nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

#### **X. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then CONTRACTOR and the CLIENT agree to submit the dispute to mediation. In the event CONTRACTOR or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the CONTRACTOR and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations.

#### **XI. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or



communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

- (b) This Agreement shall be governed by the laws of the State of Michigan and venue for any litigation shall be in Clinton County.
- (c) This Agreement gives no rights or benefits to anyone other than CLIENT and CONTRACTOR and does not create any third-party beneficiaries to the Agreement.

CITY OF ST. JOHNS

Contractor:

\_\_\_\_\_  
By: Eric Hufnagel, Mayor

\_\_\_\_\_  
By:  
Its:

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
By: Mindy J. Seavey, Clerk

Dated: \_\_\_\_\_, 2021