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Meeting Date: May 17, 2017  
Staff Contact: David Morris, Public Affairs Manager

**TITLE: C-17-13 – Approving Recommendation of Award, RFP CWA Strategic Communications for Public and Media Relations P2017000004**

**ACTION: Recommend Approval**

**SUMMARY:**

The Water Authority engages the services of a local public relations firm to assist with advertising, media relations and public outreach. The existing contract for these services being set to expire at the end of FY17, the utility issued a Request for Proposals (RFP Ref. No. P2017000004) this spring to ensure a new contract would be in place by the beginning of FY18.

The contract's scope of services includes construction-related community outreach; market research; print brokerage; graphic design; media buying and trafficking; translation; audio and video production; and advertising and PR campaign development. Fulfillment of these functions helps ensure that Water Authority customers remain educated and informed on issues such as conservation, water resources management, construction and infrastructure, and changes in rates.

An ad hoc evaluation committee, with concurrence from the Purchasing Officer, recommends the award of contract to CWA Strategic Communications. CWA is a local, woman-owned business with a long track record of success in the public relations arena, and had the highest composite score by far among the four RFP respondents.

**FISCAL IMPACT:**

The contracted amount of this proposed agreement is \$530,000 per year for four years (FY18, 19, 20, 21). The yearly contracted amount is consistent with preceding years; no spending increase has been requested. Approximately 70 percent of the budget is for hard costs such as printing and for the purchase of media (TV and radio time and print, outdoor and online advertising space).

The Water Authority has budgeted the funds to cover this agreement.



## Memo

**To:** Mark S. Sanchez, Executive Director  
David R. Morris, Public Affairs Manager

**From:** Candida Kelcourse, Senior Buyer *CK*

**Through:** Jonathan Daniels, Purchasing Officer *JD*

**Date:** February 3, 2017

**Re:** RFP Ad Hoc Committee: P2017000004, "Public and Media Relations"

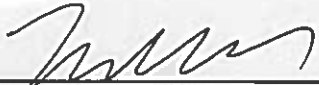
The following individuals are recommended to serve as members of the Ad Hoc Advisory Committee ("Committee") for the Request for Proposals for "Public and Media Relations." This Committee will review and evaluate proposals and submit a ranked list of offerors to you for selection.

- David Morris, Committee Chair
- Rick Shean, Member
- Patty Jenkins, Member

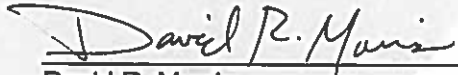
I will manage the Request for Proposals and serve as a procedural advisor to the Committee.

I respectfully request your approval of this Committee in order to start the Request for Proposals process.

APPROVED:

  
\_\_\_\_\_  
Mark S. Sanchez  
Executive Director  
Date: 2/9/17

RECOMMENDED:

  
\_\_\_\_\_  
David R. Morris  
Public Affairs Manager  
Date: 02/07/2017

Original: RFP File

Copy: Patty Jenkins, Executive Services Coordinator

# Memo

**To:** Mark S. Sanchez, Executive Director  
**From:** Candida Kelcourse, Senior Buyer *CK*  
**Through:** Jonathan Daniels, Purchasing Officer *JD*  
**Date:** May 2, 2017  
**Re:** Recommendation of Award, P2017000004, Public and Media Relations

The Albuquerque Bernalillo County Water Utility Authority issued the referenced Request for Proposals (RFP) to solicit proposals from qualified vendors to provide public and media relations services.

The RFP was posted on the Sicom website and advertised in the local newspapers. Four (4) responses were received and submitted for evaluation. The ad hoc evaluation committee reviewed, evaluated, and scored the responses in accordance with the evaluation criteria published in the RFP.

Listed are all the respondents' composite scores with small and/or local preferences and the NM Resident Preference applied for the offeror with an asterisk. The largest total composite score possible without preferences applied is 3000.

<u>Offeror</u>	<u>Total Composite Score</u>
Waite Company	1,755*
McKee Wallwork & Company	1,188*
Griffin & Associates	2,574*
CWA Strategic	3,146*

The committee recommended the award of contract to **CWA Strategic** as that company had the highest composite score and is qualified to perform the work. I concur with the committee's recommendation.

Water Authority Board approval is required for this procurement.

Approved:

Recommended:

 5/5/17  
Mark S. Sanchez Date  
Executive Director

 05/05/2017  
David Morris Date  
Public Affairs Manager

Enclosures: Composite Score Sheet

Request for Proposals P2017000004 Public and Media Relations						
EVALUATION CRITERIA	EVALUATION FACTORS	OFFERORS				
		Waite Co.	McKee Wallwork & Co.	Griffin & Assoc.	CWA Strategic	
1. Qualifications: The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the tasks and functions as outlined in Part 3, Scope of Services. This judgment will be based upon factors such as references, experience, availability of staff and resources, qualification and experience of staff, and past performance in development and execution of public relations/marketing campaigns. Quality of work and documented outcomes will be considered.	Up to 300	200	300	250	285	
		125	100	225	290	
		70	125	200	290	
	SUB TOTAL		395	525	675	865
2. Experience: The Offeror's demonstration of successful past performance in construction-related community outreach and education.	Up to 300	50	0	250	285	
		100	50	250	290	
		150	100	200	290	
	SUB TOTAL		300	150	700	865
3. Experience: The Offeror's demonstration of successful past performance in serving public sector (i.e., governmental) clients.	Up to 200	190	0	190	190	
		150	50	190	195	
		180	70	180	200	
	SUB TOTAL		520	120	560	585
4. Experience: The Offeror's demonstration of successful past performance in public outreach and communications regarding natural resource conservation.	Up to 100	0	0	50	75	
		75	50	75	90	
		50	50	50	100	
	SUB TOTAL		125	100	175	265
5. Cost Proposal: The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.	Up to 100	100	75	100	100	
		75	70	50	90	
		80	40	80	90	
	SUB TOTAL		255	185	230	280
TOTAL COMPOSITE SCORES		1896	1080	2340	2860	
Small/Local Preference		160	108	234	286	
Resident Business Preference		80	54	117	143	
Resident Veteran Preference						
Pay Equity Preference						
10% Preference Max		160	108	234	286	
TOTAL COMPOSITE SCORES WITH PREFERENCES		1756	1188	2574	3146	
RANKING		3	4	2	1	
		Waite Co.	McKee Wallwork & Co.	Griffin & Assoc.	CWA Strategic	

**AGREEMENT BETWEEN  
ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY  
AND  
CWA STRATEGIC COMMUNICATIONS, INC.**

**THIS AGREEMENT** is made and entered into on the date of the last signature entered below by and between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, P.O. Box 568, Albuquerque, New Mexico 87103-0568 (hereinafter referred to as the "Water Authority"), and CWA Strategic Communications, Inc., a New Mexico corporation, whose address is 2201 San Pedro NE, Bldg 1 #100, Albuquerque, NM 87110 (hereinafter referred to as the "Contractor")

**RECITALS**

**WHEREAS**, the Water Authority issued a Request For Proposals, P2017000004, titled "Public and Media Relations" dated Sunday, March 5, 2017; and

**WHEREAS**, the Contractor submitted its proposal, dated April 4, 2017, in response to P2017000004; and

**WHEREAS**, The Water Authority and the Contractor negotiated certain terms regarding the services to be provided pursuant to P2017000004, resulting in the scope of services attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, The Water Authority and the Contractor negotiated pricing pursuant to P2017000004, resulting in the labor and direct costs fee proposals, attached hereto as Exhibit B and incorporated herein by reference; and

**WHEREAS**, the Water Authority desires to engage the Contractor to provide the services described in Exhibit A at the prices provided in Exhibit B.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services.** The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Water Authority:

Provide public and media relations services in accordance with Exhibit A.

**2. Time of Performance.** Services of the Contractor shall commence on July 1, 2017, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2021. This Agreement may be extended as mutually agreed by written agreement of the parties.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of **Two Million One Hundred Twenty Thousand and 00/100 Dollars (\$2,120,000.00)** for the 4 year term, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services. No delivery shall be made before Purchase Order is issued. The Contractor shall not deliver any goods, or commence services prior to the issuance of a Purchase Order or other notice to proceed issued by the Water Authority Purchasing Division.

B. **Method of Payment.** Such amount shall be paid to the Contractor in accordance with Exhibit B, Cost Proposal, which is attached hereto and by this reference made a part of this Agreement. Payments shall be made to the Contractor upon completion of each task, upon receipt by the Water Authority of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.

C. **Appropriations.** Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Authority Board making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Authority Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of the Water Authority for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the Water Authority.

**B.** All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

**C.** None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**6. Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the Water Authority and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**7. Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required for this procurement have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the Water Authority.

**8. Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans with Disabilities Act of 1990, as currently enacted or hereafter amended.

**9. ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

**10. Reports and Information.** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the Water Authority.

11. **Conflict of Interest; Governmental Conduct Act.** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a current or former “public officer or employee” have been followed.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

14. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. **Compliance with Laws.** In providing the Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. **Changes.** The Water Authority may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.

17. **Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority thereto.

18. **Non-exclusivity.** The Water Authority reserves the right to engage other contractors to perform services described herein, and the Contractor likewise may provide the same services to other clients; provided, however, the Contractor shall devote reasonable time and effort to any task undertaken hereunder.



19. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

20. **Termination for Convenience of the Water Authority.** The Water Authority may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

21. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. **Enforcement.** The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

23. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

24. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the rules and regulations of the Water Authority.

25. **Approval Required.** This Agreement shall not become effective or binding until approved by the Executive Director.

**THIS SPACE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement as of the date first above written.

**ALBUQUERQUE BERNALILLO COUNTY  
WATER UTILITY AUTHORITY**

**CONTRACTOR: CWA STRATEGIC  
COMMUNICATIONS, INC.**

Approved By:

\_\_\_\_\_  
Mark S. Sanchez, Executive Director

Date: \_\_\_\_\_

Reviewed by:

  
\_\_\_\_\_  
Peter Auh, General Counsel

Date: 5/5/17

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State Taxation and Revenue Department  
Taxpayer Identification No.: 02-225-717009

**Federal Taxpayer Identification No.**  
**85-0409025**

**EXHIBIT A**  
**SCOPE OF SERVICES**

## **SCOPE OF SERVICES**

### **3.1 Project Management**

The contractor will attend and prepare for client and planning meetings; provide production planning and supervision; write conference reports; conduct research; develop schedules; and perform administrative functions as necessary for the development and implementation of communication projects.

### **3.2 Media Relations**

The contractor shall interface with the media and produce and place for publication news releases, fact sheets, media alerts, Web announcements, feature stories, and other communications materials as directed and requested by the Water Authority.

### **3.3 Community Relations**

The contractor shall serve as a communications liaison between Water Authority staff/crews/construction contractors and members of the public potentially impacted by Water Authority initiatives, policies and construction projects. Duties may include but are not limited to organizing public meetings, attendance at planning meetings, production and distribution of maps and flyers, and serving as public point of contact for Water Authority projects.

### **3.4 News Conferences and Special Events**

The contractor shall, as requested by the Water Authority, plan and implement news conferences and special events such as public meetings, panel discussions, etc. This may involve the rental or purchase or necessary equipment and signage, location scouting, invitation preparation and mailing, event set-up and tear-down, and catering. The contractor will also provide support as needed in setting up and manning booths and displays at community events, and will prepare and make presentations at community meetings and special events as requested.

### **3.5 Specialty Items**

The contractor shall design and purchase specialty items (e.g., magnets, pencils, stickers, hats, t-shirts, etc.) as requested to promote various Water Authority initiatives.

### **3.6 Market Research**

The contractor shall plan and conduct market research as requested to determine audience attitudes, facilitate strategy development, and evaluate effectiveness of communications initiatives.

### **3.7 Printed Materials**

The contractor shall write, design and produce printed communication materials as needed in support of Water Authority initiatives. These materials may include (but are not limited to) brochures, fliers, bill inserts, banners, posters, issue papers, newsletters, display ads, legal announcements, calendars and annual reports.

### **3.7 Reporting and Analysis**

The contractor shall provide regular reports on media coverage regarding the Water Authority, including provision of transcripts of television coverage. Quarterly analyses of media coverage with respect to tone and accuracy will be required.

### **3.8 Campaign and Program Development**

The contractor shall work in concert with the Water Authority and its other marketing agencies in the development of campaigns and programs to promote various initiatives as deemed necessary by the Water Authority. Campaign and program development may require the contractor to meet with local businesses and other groups to develop promotional partnerships.

### **3.9 Graphic Design**

The contractor will provide graphic design services as required by the Water Authority.

### **3.10 Advertising**

The contractor will assist in the development and production of advertising campaigns to appear across a variety of platforms that may include print, outdoor, radio, television and the Internet.

### **3.11 Translation**

The contractor shall arrange for translation services for communications materials as requested by the Water Authority.

### **3.12 Media Buying and Trafficking**

The contractor shall recommend media buys and negotiate and purchase media (e.g., newspaper space, television and radio airtime) as requested by the Water Authority, and traffic ads to media outlets as necessary. The contractor will be expected to negotiate for free placement of public service announcements.

### **3.13 Website Content and Presentation Materials**

The contractor will produce website content and multimedia presentation materials as requested by the Water Authority.

### **3.14 Advice and Counsel**

The contractor shall provide tactical and strategic advice and counsel to the Water Authority on matters relating to public and media relations.

### **3.15 Audio and Video Production**

The contractor will produce audio and video materials including radio and television announcements and advertisements as directed by the Water Authority.

### **3.16 Other Duties**

The contractor shall perform other duties as necessary when requested by the Water Authority, including serving as emergency PR backup/media liaison when Water Authority staff is not available.

**EXHIBIT B**  
**COST PROPOSAL**

## 2.2.2 COST PROPOSAL

### Hourly Rates

Strategic Planning & Project Management/Supervision Manager .....	\$ 100.00 per hour
Senior Account Executive Service .....	95.00 per hour
Account Services & Media Buying Coordination .....	85.00 per hour
Graphic Design & Artwork .....	96.00 per hour
Website Design & Posting .....	85.00 per hour
Finance/Contract/Accounting .....	78.00 per hour
Account Assistant .....	66.00 per hour
Administrative Support (includes admin fees, see below) .....	54.00 per hour
Travel Time (discounted) .....	15.00 per hour

### Costs included in Administrative Support Rate (see hourly rates)

In-house printing & copies (gray scale & color); photography scans; Creative Cloud;  
courier service; postage; long distance calls, travel expenses (out-of-pocket), mileage,  
supplies, etc.

### Direct Costs

Subcontractor Services .....	Actual cost
Printing/Specialty Advertising/Other Materials .....	Actual cost + 10%

### Direct Media Buy

15% earned agency commission taken on Commissionable media

### Web Hosting Services

PRE-PAID accounts only: Every 6 or 12 months (discounted) .....	Actual cost
Monthly services .....	Actual cost + 10%

### Social Media Marketing for Email Newsletters & Surveys

Database charge (up to 5,000 contacts with unlimited emails & surveys) .....	Actual cost + 10%
Sales Tax .....	Current NMGR
Exemption from NMGR .....	Inquire with Business Manager

*NOTE: Any additional Client Related charges that are NOT listed will be at ACTUAL COST + 10%, unless otherwise stated.*