

REQUEST FOR QUALIFICATIONS #21-33
On Call Strategic Communication Consulting
City of Davenport, Iowa

September 17, 2020

Project Description

The City of Davenport is now accepting proposals from communications consulting firms for on call strategic communications consulting. The City of Davenport has a team of full time professional communications staff. The consultant will compliment City staff by working on strategic social and media relations projects on an as needed basis.

Scope of Services

The City anticipates communications consulting projects in the areas of strategic social media integration, media relations planning, critical incident communications, and public relations campaigns of City projects.

Proposal Packages

The City of Davenport will evaluate each proposal based on its response to this RFQ. Proposals should include:

1. A description of communications services the consultant provides within the areas of social media integration, media relations and public relations.
2. A summary of professional qualifications and experience of the individuals the firm would assign to work with the City.
3. Examples of completed projects that is representative of the work proposed for the City of Davenport. Please provide an example of social media integration within Facebook, Twitter, YouTube and LinkedIn, media relations, and public relations projects.
4. A fee proposal that includes an hourly rate of services.

Evaluation Criteria

Proposals will be evaluated by the City using the following criteria:

Available services provided by the consultant	30%
Examples of work product	30%
Professional background and caliber of personnel assign to project	20%
Fee proposal	20%
Total	100%

After reviewing proposals, the City may, at its discretion, invite firms to interview and demonstrate performance of one or more firms whose proposals appear to best meet the City's needs.

Public Copy

The City of Davenport often receives Freedom of Information Act (FOIA) requests regarding how we are spending tax payers' money. Per Iowa Code, the companies responding to an RFQ are allowed to remove any proprietary information (trade secrets) prior to their proposal being made public. We ask the vendors submit a "Public Copy" of their proposal, with all proprietary information redacted or removed. This is the copy of your proposal that will be used, should we receive a FOIA request.

Proposal Submission

The City of Davenport uses an electronic submission system for all Invitations to Bid, Request for Proposals, or Requests for Qualifications. You must be registered as a supplier to submit via this system. This is a one-time no-fee registration. Go to: <https://davenport.ionwave.net> and click on Supplier Registration. This is not difficult, but it does take a little time. We encourage you to start early with this process. When the due date and time arrives the system will close, whether your submission is complete or not. The system will not accept late proposals.

Inquiries

All questions must be submitted in writing no later than **September 28, 2020 @ 10:30 AM**. All questions will be submitted to the project team and an addendum with all answers will be posted no later than **September 29, 2020 @ 11:00 AM**.

Be advised that any conversation (in reference to this Bid/RFP) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the vendor from the bidder's list and rejection of the vendor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

Due Date and Time

All proposals must be submitted no later than **October 6, 2020 @ 2:30 PM**. Proposals must be submitted through the City of Davenport's electronic system. No paper, faxed, or emailed proposals will be accepted.

This solicitation is a Request for Proposals (RFP). Proposals will be reviewed by a Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP.

Award of this contract, if any, will be to the firm whose product or service is deemed to best meet the needs and requirements of the City in accordance with the selection criteria. Pricing, while an important factor, will be only one criterion used to evaluate the responses to the RFP.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so.

Proposals will be opened electronically at the date and time specified and each firm responding will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until the contract is awarded. While price is important, it is not the only criterion used to award this contract.

Proposals Not Confidential

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Scott County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

**SPECIAL CONDITION
EQUAL OPPORTUNITY CLAUSE**

Contractor's Agreement

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, national origin or ancestry, age, sexual orientation, marital status, gender identity or expression, familial status, physical or mental disability, or political beliefs and affiliations. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, sex, national origin or ancestry, age, marital status, gender identity or expression, familial status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post it in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex, national origin or ancestry, age, sexual orientation, gender identity or expression, familial status, marital status, gender identity or expression, physical or mental disability, or political beliefs and affiliations.
3. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the Davenport Affirmative Action Plan, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Davenport Affirmative Action Plan and procedures developed by the City.

Selection Process

Proposals will be reviewed by a selection committee according to the requirements set forth in the Request for Proposal. Interviews may be requested with one or more firms considered the most qualified and responsive to the Request for Proposal. If interviews are requested, all costs incurred shall be the responsibility of the vendor.

The City reserves the right to cancel, suspend, or delay the selection process. The City may also restart the process. In any event, the City will not be responsible for any costs incurred in responding to or preparing responses to this or subsequent requests.

Signature by Responsible Party

All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No vendor may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of the proposals.

City's Rights Reserved

The City reserves the right to accept any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which in the judgment of the City is most advantageous to the City and to re-advertise if desired.

Conflict of Interest

The vendor agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. The vendor further agrees that in the performance of the agreement, no person having any such interest shall be employed.

Interest of Public Officials

No member, officer or employee of the City during this tenure or for one year thereafter, shall have interest, direct or indirect, in this proposal or the proceeds thereof.

Ownership

All documents and materials prepared pursuant to this proposal are the property of the City of Davenport. The City shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this process.

Verbal Agreement

No verbal agreement or conversation with any elected or appointed official, agent or employee of the City, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation or consideration whatsoever under the terms of this Request for Proposal.

Anti-Discrimination

The vendor shall not discriminate against any person or applicant for employment because of race, color, sexual orientation, gender identity or expression, creed, religion, sex, national origin or ancestry, age, marital status, familial status, physical or mental disability, or political beliefs or affiliations.

Hold Harmless Agreement

The successful Contractor agrees to protect, defend, indemnify and hold harmless the City of Davenport, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of the contract.

WAIVER AND HOLD HARMLESS AND RELEASE AND LICENSE

The Undersigned, _____,
hereby waives any claim, cause, loss, cost, or damage whatsoever that it may acquire
against City of Davenport ("Indemnatee"), its officers, employees, or agents as a result of
or arising in conjunction with:

Name of Bid or RFP

Further the Undersigned agrees to hold harmless and indemnify the Indemnatee,
its officers, employees, or agents against any claim, cause, loss, cost, or damage
whatsoever as referenced above, including reasonable attorney fees, that result from or
arise in conjunction with the negligent, reckless or intentional actions of the Undersigned,
its officers, employees, or agents related to activity described above.

Signed this _____ day of _____, 20____.

Signature: _____

Print Name: _____

Subscribed and sworn to before me by _____ to me
personally known this _____ day of _____, 20____.

Notary Public

J Forsyth 5/14/2020

Be advised that any conversations (in reference to this bid) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the vendor from the bidder's list and rejection of the vendor's bid. The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Division. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

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1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, religion, sex, national origin or ancestry, age, sexual orientation, marital status, gender identity or expression, familial status, physical or mental disability, or political beliefs and affiliations. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, religion, sex, national origin or ancestry, age, marital status, gender identity or expression, familial status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post it in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, sex, national origin or ancestry, age, sexual orientation, gender identity or expression, familial status, marital status, gender identity or expression, physical or mental disability, or political beliefs and affiliations.
3. The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the Davenport Affirmative Action Plan, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Davenport Affirmative Action Plan and procedures developed by the City.

INSURANCE AND INDEMNIFICATION CONTRACTORS

LOW HAZARD

CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly.

The following insurance policies are required unless other limits are specified in the "Advertisement for Bids" or "Special Provisions." The City is to be named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products Completed	\$1,000,000

(2) Commercial Automobile Liability

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(3) Excess Liability Umbrella \$1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

INSURANCE INCLUSIONS

The comprehensive general liability insurance shall include independent Contractors protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment. Property damage shall include coverage for explosion, collapse, and underground damage.

CONTRACTUAL LIABILITY

The insurance required above under "CONTRACTOR'S INSURANCE" on page 1, shall:

- (1) be Primary insurance and non-contributory.**
- (2) include contractual liability insurance coverage for the Contractor's obligations under the INDEMNIFICATION paragraph on page 3.

CERTIFICATES OF INSURANCE

Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Contractor shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Contractor will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

PROPERTY INSURANCE

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the contractor's entire work, supplies and materials at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief and equipment breakdown. The Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment. If the City is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

BUILDER'S RISK INSURANCE

The City of Davenport reserves the right to require "Builder's Risk" coverage dependent upon the scope of the project. If required, "Builder's Risk" policies and limits will be specified in the "Advertisement for Bids" or "Special Provisions."

LOSS ADJUSTMENTS

Any loss that is insured under the PROPERTY INSURANCE paragraph above, is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insured, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor and, by appropriate agreement written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

INDEMNIFICATION

To the fullest extent permitted by the law, the Contractor shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission 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.

In any and all claims against the City, its officials or any of its agents or employees by any employee 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 indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the City, its agents or employees, arising out of

(1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or

(2) the giving of or the failure to give directions or instructions by the Project Manager or his representatives, providing such giving or failure to give is the primary cause of the injury or damage.