

**CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES**

914 E. North Foothills Drive

Spokane, Washington 99207

PHONE: 509.625.7800

**INFORMAL REQUEST FOR PROPOSALS**

City of Spokane, Washington

**GENERAL INFORMATION**

<b>IRFP Number</b>	4100-354-2019	<b>Due Date</b>	Friday, February 22, 2019
<b>IRFP Description</b>	Water Stewardship Media Campaign		

All relevant documentation must be submitted by 1:00 pm (Pacific Time) on the noted due date in order to be considered.

<b>IRFP Coordinator</b>	Samantha Johnson, Procurement Specialist - Water/Wastewater Maintenance Utilities
<b>Contact Information</b>	Direct: 509.625.7937 Email: <a href="mailto:sjohnson@spokanecity.org">sjohnson@spokanecity.org</a>

**INTRODUCTION****BACKGROUND & PURPOSE**

We in the Spokane area work and live over our drinking water source – the Spokane Valley-Rathdrum Prairie aquifer. Studies have shown the SVRP aquifer is an incredible resource which currently replenishes itself, and the aquifer and surface waters – lakes, rivers, and streams – are clearly intertwined. Importantly, studies have also determined summer flows are affected by increased regional growth, meaning there will ultimately be less water for industries and jobs, quality of life and recreation, and to drink.

The City of Spokane's Water Stewardship Program has specific water use reduction goals. The most challenging is to reduce outdoor water use in the summer by 2% annually. Residential outdoor use represents about half of all water used for irrigation. Lawns are thirsty; it's time to incorporate efficient watering methods and low water use landscaping.

The City will be offering rebates in 2019 for residential and commercial turf replacement. SpokaneScape is water-efficient landscaping designed specifically for the Spokane area. Launched in 2018, the SpokaneScape rebate program allows for a City utility bill credit up to \$500 for removing lawn and replacing it with water-smart plants and mulch. Well designed SpokaneScape beautifies property, protects natural resources, and reduces maintenance; saving customers time, money, and water. In addition, large water users, parks, golf courses, and schools must be targeted to encourage water conservation.

Individual buy-in and action are vital to accomplish regional water conservation. This media campaign is intended to target City of Spokane residents. The campaign's primary focus is on outdoor watering during the summer and will include appropriate lawn watering (time of day, length of time, and frequency), raise the overall awareness of water use, and encourage residents to save water, energy, and dollars. It will also center on the rebate program during spring and early fall. The SpokaneScape rebate program's priority audience is single family homeowners and landscape companies. Landscaping companies can be influential to their customers if aware of the rebate program.

The Water Stewardship Program has an existing ad campaign, "Less is more", the design elements of which the successful proposer will utilize – font, theme, and overall feel of current advertising materials will be used for new graphics. Existing campaign materials include billboard artwork and digital ads, as well as radio and television commercials.\*

The City of Spokane is seeking proposals from Firms interested in working with staff to implement a Strategic Public Education & Awareness Campaign for the Water Stewardship Program. This program will involve services in radio, digital media, and billboards utilizing existing print, radio, and video product; some production services will be required.

*\*Existing materials will be made available only to the winning Firm upon contract.*

#### **MINIMUM QUALIFICATIONS**

The Firm must be licensed to do business in the State of Washington. The Firm must have a minimum 5 years' experience in media campaign management.

#### **FUNDING**

The City has budgeted an amount not to exceed \$50,000.00 annually for this project.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

#### **PERIOD OF PERFORMANCE**

This media campaign will run from mid-March through September 2019. The resulting contract may be renewed annually for an additional four (4) seasons at mutual agreement with the total contract term not to exceed five (5) years.

#### **CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

#### **SCOPE OF SERVICES**

The City of Spokane is seeking a Firm to coordinate design, production, and media buy services for a Strategic Public Education & Awareness Campaign for the Water Stewardship Program. Deliverables include graphic design, media production, media buys, and reporting of reach and outcomes. Proposers should demonstrate ability to maximize advertising budget through sponsorships, public service announcements, or other promotional opportunities.

The approach will focus on:

- Building public awareness of efficient outdoor watering during the summer, especially appropriate time of day, length of time, and frequency
- Generating excitement for the SpokaneScape Rebate Program
- Advertising incentives for the Rebate Program: \$0.50 rebate for every 1 sq. foot of lawn removed and replaced (given as a City of Spokane utility bill credit)

The audience will consist of Spokane residents, homeowners, and businesses, especially those with outdoor landscaping. The message is intended to resonate with affluent, home owning adults.

#### OUTDOOR WATERING MESSAGING

Media	Run Time	Details
Radio	June - September	One (1) New 30 Second Commercial to be Designed & Produced
Digital	June - September	Existing Media
Billboard	July - August	Three (3) Total, Two (2) New Billboards to be Designed & Produced, One (1) Existing Media Neighborhood Placement*: Indian Trail, Eagle Ridge, Rockwood

*\*Indicates an advertising target. Target may be reached by advertising within that neighborhood, on a neighborhood thoroughfare, etc.*

#### SPOKANESCAPE REBATE MESSAGING

Media	Run Time	Details
Radio	Mid-March - September	One (1) New 30 Second Commercial to be Designed & Produced
Digital	Mid-March - September	Two (2) Ads, Existing Media

The winning Firm will handle design, production, and media buy services (proposals reflecting only one service will not be considered) and must be available upon request for an on-site kick off meeting with City staff as well as a closing meeting upon contract completion to review program reach and outcomes (the City will not cover/reimburse relevant travel costs).

#### GENERAL INFORMATION

##### IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this project. All communication between the respondent and the City upon receipt of this IRFP shall be with the IRFP Coordinator. Any other communication will be considered unofficial and non-binding on the City of Spokane.

<b>IRFP Coordinator</b>	Samantha Johnson, Procurement Specialist - Water/Wastewater Maintenance Utilities
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<b>Contact Information</b>	Direct: 509.625.7937 Email: <a href="mailto:sjohnson@spokanecity.org">sjohnson@spokanecity.org</a>
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## **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this request shall become the property of the City. All received responses shall remain confidential until the IRFP evaluation committee has concluded their review. Thereafter, the responses shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the submission that the respondent desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire submission exempt from disclosure will not be honored.

The City will consider a respondent's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the submission, it will not be made available until the affected respondent has been given an opportunity to seek a court injunction against the requested disclosure.

## **REVISIONS TO THE IRFP**

In the event it becomes necessary to revise any part of this IRFP, addenda will be posted to the City website at <https://my.spokanecity.org/administrative/purchasing/current-projects/>. Respondents are responsible for obtaining all project addenda and ensuring the relevant documentation is submitted with their response.

The City also reserves the right to cancel or reissue the IRFP in whole or in part at any time.

## **IRFP EXPENSES**

The City will not be liable for any costs incurred by respondents in preparation of a response submitted to this IRFP, conduct of a presentation, or any other activities related to responding to this request.

## **ACCEPTANCE PERIOD**

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date of receipt of proposals.

## **REJECTION OF PROPOSALS**

The City reserves the right at its sole discretion to reject any and all proposals received without penalty and to not issue a contract as a result of this IRFP.

## **INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response to this request, the proposer agrees to provide its services to other public agencies at the same contracted price, terms, and conditions contingent upon the Firm's review and approval at the time of requested contract. The Firm's right of refusal to contract with another public entity shall be absolute.

## **RESPONSIVENESS**

Failure by respondents to comply with any part of this IRFP may result in rejection of the resulting submission as non-responsive. However, the City also reserves the right at its sole discretion to waive minor administrative irregularities.

## ***PROPOSAL CONTENTS***

Proposals shall be formatted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. The major sections of the Proposal are to be titled and submitted in the order noted below in order facilitate a thorough response and evaluation:

## **LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, and contact information for the legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Informal Request for Proposals, unless otherwise agreed by the City.

## ***TECHNICAL PROPOSAL***

This section shall contain a comprehensive description of services including the following elements:

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project and its objective.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this IRFP. This section of the Technical Proposal shall contain sufficient detail to convey the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided. Ability to meet requested timelines is important.

4. **DELIVERABLES** – Fully detail deliverables (**including outlet and quantity of each type of advertisement to be provided, along with anticipated reach**) to be submitted under the proposed project.

5. **MINIMUM QUALIFICATIONS** – Fully describe how the Firm meets all minimum requirements outlined in this IRFP.

#### *MANAGEMENT PROPOSAL*

##### **PROJECT MANAGEMENT**

1. **PROJECT TEAM STRUCTURE / INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final accountability for the proposed work.

2. **STAFF QUALIFICATIONS / EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. Samples of an employee's design/production work may be included, if appropriate. The Firm shall commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

##### **EXPERIENCE OF THE FIRM**

1. Indicate the experience the Firm and any subcontractors have in the following areas:

Media Campaign Design, Production, and Management

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.

##### *REFERENCES*

The Firm must provide a reference list of at least three (3) customers in the state of Washington utilizing their media services. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The Firm grants permission to the City to contact the references provided.

##### *RELATED INFORMATION*

1. Indicate if the Firm has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the proposer, or (b) litigated and such litigation determined that the proposer was in default.

2. If a contract has been terminated as described above, submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

#### *COST PROPOSAL*

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose proposal best meets the requirements of this IRFP. Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. Costs for subcontractors are to be broken out separately.

#### *EVALUATION*

Responsive proposals will be evaluated based on the requirements stated in this solicitation. Evaluation shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the proposals. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation. The IRFP Coordinator may contact the proposer for clarification on any portion of their proposal.

The following weighting and points will be assigned to the written proposal for evaluation purposes:

<b>TECHNICAL PROPOSAL - 40%</b>		<b>80 Points</b>
Project Approach/Methodology	10 Points	
Quality of Work Plan	10 Points	
Project Schedule	20 Points	
Project Deliverables	30 Points	
Minimum Qualifications	10 Points	
<b>MANAGEMENT PROPOSAL - 35%</b>		<b>70 Points</b>
Project Team Structure/Internal Controls	10 Points	
Staff Qualifications/Experience	25 Points	
Experience of the Firm/References	35 Points	
<b>COST PROPOSAL - 25%</b>		<b>50 Points</b>
<b>GRAND TOTAL</b>		<b>200 Points</b>

#### *CONTRACTING*

##### **EXPENDITURES/DELIVERABLES**

Any contract resulting from this IRFP shall be written "not to exceed" the funding limit determined by City personnel. The City shall have discretion, within the Scope of Work herein defined, to request deliverables and negotiate expenditures with the winning Firm over the duration of the contract. Changes to the proposed/contracted deliverables or expenditures shall require written acceptance in advance of invoice by the City of Spokane.

## **DOCUSIGN**

The City has transitioned to the use of DocuSign for electronic contract signature and execution. Submission of a proposal to this request constitutes agreement to participate in and accept electronic signatures and contract documents. The winning Firm shall be expected to provide written acceptance of any contract resulting from this IRFP in advance of release for signature, along with a current email address for the appropriate Firm signatory.

## **CONTRACT TERMS**

### *OWNERSHIP OF DOCUMENTS*

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other material designed, created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this contract shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent and register, and the ability to transfer these rights.

### *PAYMENT*

Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City contract will be issued. If the City objects to all or any portion of an invoice, it shall notify the firm and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

### *BUSINESS REGISTRATION REQUIREMENT*

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

### *ANTI-KICKBACK*

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

### *NONDISCRIMINATION*

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this IRFP or any resulting contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including



gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The respondent agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the respondent.

#### *INSURANCE COVERAGE*

During the term of any resulting contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and

Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two (2) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **SUBMISSION OF RESPONSES**

All relevant documentation must be submitted by 1:00 pm (Pacific Time) on the noted due date in order to be considered.

All submissions must be completed by an authorized person of respondent's firm.

Submissions may be delivered in hard copy or by email.

If submitting by email:

Submit all relevant documentation, including any project addenda, to the IRFP Coordinator at the email address noted above. Respondents shall be responsible for ensuring their submission is received prior to the project due date and time. Respondents shall also be responsible for obtaining confirmation from the IRFP coordinator that their submission has been received.

If submitting in hard copy:

Submit one copy of all relevant documentation, including any project addenda, in a sealed envelope. On the front of the envelope, clearly indicate the following information:

4100-354-2019 WATER STEWARDSHIP MEDIA CAMPAIGN

DUE: FRIDAY, FEBRUARY 22, 2018 1:00PM

NAME OF PROPOSING FIRM

Mail or hand deliver the response inside another envelope addressed to:

CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

ATTN: SAMANTHA JOHNSON

914 E. NORTH FOOTHILLS DRIVE

SPOKANE, WA 99207

The main entrance to this building is off the south side of Foothills Drive. Guest parking is available across the street and visitors are permitted between the hours of 8:00am and 4:00pm (Pacific Time). Responses may be left with Reception as the IRFP Coordinator is not always on site.

Respondents choosing to mail their responses shall be responsible for ensuring their submission is received prior to the project due date and time. Respondents shall also be responsible for obtaining confirmation from the IRFP coordinator that their submission has been received.