



## ADMINISTRATION

**DATE:** February 4, 2020  
**FROM:** Keith J. Hunke, City Administrator  
**ITEM:** Communications Services Agreement

### REQUEST

Consider request to approve a Communications Services agreement with Agency MABU.

Please place this item on the February 11, 2020 City Commission meeting.

### BACKGROUND INFORMATION

A request for proposals was issued on November 8, 2019 for a Strategic Communications Plan. The Communications Plan will advise the City on public communication strategies, outreach and engagement, communications best practices, and message templates for news releases, media advisories and similar forms of communication. Three firms were interviewed by the City selection committee on January 30, 2020 and the top ranked firm was Agency MABU.

### RECOMMENDED CITY COMMISSION ACTION

Approve Communications Services agreement with Agency MABU.

### STAFF CONTACT INFORMATION

Keith J. Hunke, [khunke@bismarcknd.gov](mailto:khunke@bismarcknd.gov), 701-355-1300



## Communications Services Agreement

This Agreement is entered by and between Marketing & Advertising Business Unlimited, Inc. (dba Agency MABU), hereinafter referred to as "Contractor" and the City of Bismarck, hereinafter referred to as "Client."

### **CONTRACTOR:**

Marketing & Advertising Business Unlimited, Inc. (dba Agency MABU)  
Michael J. Mabin, Chief Executive Officer  
1003 Gateway Avenue, Bismarck, ND 58503  
Phone #: (701) 250-0728  
E-mail: [mmabin@agencymabu.com](mailto:mmabin@agencymabu.com)

### **CLIENT:**

City of Bismarck  
Keith Hunke, City Administrator  
221 North 5<sup>th</sup> Street  
Bismarck, ND 58506-5503  
E-mail: [khunke@bismarcknd.gov](mailto:khunke@bismarcknd.gov)

### **SCOPE OF WORK:**

The CLIENT desires that CONTRACTOR perform, and CONTRACTOR agrees to perform, the work as described in **Addendum A**, which determines the full scope of work for this AGREEMENT unless an additional addendum is approved by both parties. **Addendum A** is the written proposal submitted by the CONTRACTOR to the City of Bismarck on November 22, 2019, titled "Communications Proposal."

### **PLACE OF WORK:**

The CONTRACTOR's services will be rendered primarily at the CONTRACTOR'S office locations, but the CONTRACTOR may, when necessary and when requested by the CLIENT, come to the CLIENT'S place of business or premises to consult and work with representatives of the CLIENT.

### **OTHER SPECIFICATIONS:**

CONTRACTOR will furnish all equipment, tools, materials and supplies except:

### **DATES OF WORK:**

Work shall be performed between in accordance with the timeframe described in **Addendum A**.

**TERMS OF PAYMENT:**

As compensation for work performed by the CONTRACTOR in accordance with the cost proposal in **Addendum A**, the CLIENT shall pay CONTRACTOR within thirty (30) days after CLIENT's receipt of invoice(s) from CONTRACTOR. The schedule of payments is further defined in **Addendum A**.

**RELATIONSHIP BETWEEN PARTIES:**

CONTRACTOR understands CONTRACTOR is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. CONTRACTOR will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, CONTRACTOR shall, at CONTRACTOR's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional staff or subcontractors, and any other expense incurred by CONTRACTOR except as otherwise specified herein.

**INSURANCE:**

CONTRACTOR assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for CONTRACTOR's protection in connection with work under this agreement.

**INDEMNITY:**

Each party agrees to indemnify, defend and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this agreement.

**OWNERSHIP:**

Until full payment has been made, the CONSULTANT retains ownership of all original artwork/files or parts contained therein, whether preliminary or final. Upon full payment, the CLIENT shall obtain ownership of the final original artwork and files. The CONSULTANT retains the right to use any completed projects for the purpose of competitions, education and/or portfolio examples. Electronic files may be transferred to the CLIENT upon request. The CLIENT may be charged a nominal fee to cover the time and other direct costs (e.g., storage device) to retrieve, transfer and store the files.

Notwithstanding the foregoing, it is understood that CONSULTANT may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, CLIENT agrees that it remains bound by the terms of such licenses (e.g., stock images, licensed music, voiceover narration, etc.).

**CONFIDENTIALITY:**

CONTRACTOR shall not, without the CLIENT'S express written permission, reveal or otherwise make available to any person or persons any confidential, privileged information or trade secrets regarding the Client's services, customers or methods of operation learned by the CONTRACTOR during the term of this Agreement.

**GOVERNING LAW/JURISDICTION:**

This Agreement, in its validity, construction and performance, shall be governed in all respects and in accordance with applicable state, tribal and federal law. If uncertainty or contradictions exist between any of these applicable laws, this Agreement shall be governed by the laws of the State of North Dakota.

**TERMINATION:**

Either party may terminate the agreement, without cause, by providing 30 days written notice. Furthermore, with reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. Regardless of the reason for termination, the CLIENT will pay CONTRACTOR for all services performed and charges and expenses reasonably incurred by CONSULTANT in connection with the services provided under this Agreement through the date of termination.

**MODIFICATION:**

This writing contains the entire Agreement of the parties. No representations were made or relied on by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an executive officer of both parties.

No modification of either party which would have the effects of modifying the obligations of the other party (except as to lessen the same) shall be effective unless an Addendum regarding same is executed by an executive of both parties.

This agreement becomes effective upon signature of both parties.

**CLIENT**

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CONTRACTOR**

Approved By: Michael J. Mabin January 31, 2020  
Michael J. Mabin, Chief Executive Officer Date

*This Agreement contains confidential and proprietary information that is not to be reproduced or distributed to anyone other than the intended party listed as "CLIENT" as part of this document without express written permission from Agency MABU. Any infringement of this copyright will be prosecuted to the fullest extent of the law. (c) January 1, 2020 Agency MABU*



# Communications Proposal

ADDENDUM A – January 31, 2020

CLIENT: **City of Bismarck**

PROJECT: **Strategic Communications Plan**



## Section 1: Introduction

### 1a – Letter of Interest

Attn: City Administrator, City of Bismarck

November 22, 2019

Greetings on behalf of Marketing & Advertising Business Unlimited, Inc. (doing business as Agency MABU). We are a Bismarck-based communications company specializing in serving government entities, non-profit organizations and professional service providers (e.g., doctors, lawyers, engineers, architects, accountants, etc.).

**Our team is interested in being considered for this project and contributing to your communications success.** Working in collaboration with the City to create a Strategic Communications Plan is “near and dear” to our hearts. As longtime citizens of the community, we’re eager to help the City better inform, educate and engage area residents in discovering the good works occurring in Bismarck.

Sincerely,



Michael J. Mabin, President/Owner

### 1b – Understanding of Need and Proposed Approach

We understand the City of Bismarck is seeking a qualified consulting firm to create a Strategic Communications Plan based on best practices relating to public communications and outreach.

Our team is uniquely qualified to fill this need. We follow a structured 5-Step communications planning process. This **proven approach** is based on our extensive experience, combined with industry best practices, relating to the development and deployment of strategic communications plans.

#### Step 1: Discover Needs & Establish Goals

We begin each client relationship with a discovery meeting to assess needs and determine the overall goals. Meeting attendees are determined by the Client and typically include key decision makers, as well as members of the Client’s communications team.

#### Step 2: Conduct Market Research

Next, we conduct research by studying existing reports, statistics and communications materials relating to the organization. We also conduct primary research in the form of executive interviews, focus group sessions and internet-based surveys to gain added insight from stakeholders and target audiences.



### Step 3: Develop Communications Plan

Based on the discovery process and market research findings, we write a strategic communications plan addressing goals, staffing plan, brand identity, target audiences, key messages, media mix, timelines, budget parameters and measurement methods. The plan typically covers 12-18 months.

### Step 4: Deployment of the Plan

After a written plan is finalized and approved by the Client, we are available to offer advice and assistance with implementing the main initiatives. Examples of such support includes creating templates, providing media training, creating social media assets, developing crisis communications policies, etc.

### Step 5: Measure Results

Lastly, we work with our clients to measure outcomes against the objectives established through the planning process. Adjustments are then made in subsequent years to continually keep the plan current.

We propose to work in collaboration with *City of Bismarck* in two (2) distinct phases. Phase I will involve researching and writing a **Strategic Communications Plan**. Phase II will involve **possibly assisting the City of Bismarck with implementing the written plan**. **Our team will submit a separate proposal to the City of Bismarck for any communications assistance that's deemed to be necessary to move the plan forward toward successful completion. This two-phased approach is further described in Section 3.**

## 1c – City of Bismarck Role & Responsibilities

Under this proposal, the *City of Bismarck* will be responsible for handling the following activities to assure successful completion of the project.

- Assigning a primary point of contact to work with Agency MABU in seeking and securing input and approvals, as well as coordinating logistics for the various research & planning activities.
- Providing and/or arranging for the facilities and/or meeting room(s) where the various interviews and/or planning meeting(s) will be held.
- Identifying the names and contact information of executives & stakeholders to be interviewed and involved in the research and planning process.
- Working in collaboration with Agency MABU to identify and notify the participants of the interviews and planning meeting(s).
- Providing access to relevant data, documents and communications materials to assist Agency MABU in assessing past and present public communications activities and outcomes.



## Section 2: Company and Consultant Team Experience

Marketing & Advertising Business Unlimited, Inc. (doing business as Agency MABU) is a full-service management, marketing and multimedia production company. We help our clients communicate more effectively and build stronger relationships with those they serve.



Our team of nearly 20 award-winning project managers, graphic designers, copywriters, media planners and multimedia production professionals work together to develop a customized strategy and plan of action. Founded in 2001, we have nearly 20 years of proven experience in serving clients throughout North Dakota and beyond.

### 2a - Compelling Reasons to Choose MABU

Why is our team uniquely qualified to partner with **CITY OF BISMARCK**? Let's count the ways.

- 1) We're all about strategic communications.** We start with the end goal in mind and build the communications strategy to ensure we can measure our success along the way. We make changes as needed to continuously improve the messaging, media mix and outcomes.
- 2) We're a one stop communications shop.** Market research, writing, graphic design, web development, video, animation, advertising, media relations, event coordination - if it's related to communicating a message and influencing an audience, MABU does it, making sure all components work together in a cohesive, creative and constructive manner.
- 3) We understand organizational dynamics.** We work well with complex entities and organizations involving multiple divisions and departments. We understand the important role communications plays in addressing organizational challenges and opportunities.
- 4) We specialize in serving clients like you.** Our approach aims to influence behavior as a means of benefiting people and communities for the greater good of society. Our client base consists primarily of government entities, nonprofit organizations and professional service providers.



## 2b – Seasoned Team of Communications Professionals

We will assign a team of seasoned communications professionals to serve this contract. Our **lead team** possesses nearly 100 years of combined marketing, communications and management experience.

### **Trish Helgeson, Chief Marketing Officer (28+ years of experience)**

Trish Helgeson, Chief Marketing Officer, has nearly 30 years of communications expertise and experience in government, healthcare, tourism, banking and energy.



The North Dakota native has led marketing and public relations strategy throughout the Midwest in both corporate and advertising agency roles. A graduate of Minnesota State University Moorhead and North Dakota State University, Helgeson holds a Bachelor of Science in marketing and a Master of Business Administration (MBA).

### **Debra Anderson, Client Services Manager (30+ years of experience)**

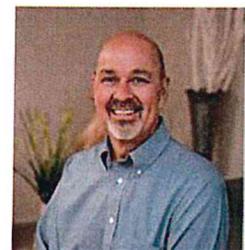
Debra Anderson, Client Services Manager, specializes in managing large-scale projects, which include stakeholder communications and media relations on behalf of government, healthcare and education clients.



Anderson has 30+ years of experience in organizational communication. Her career includes running a private consulting company, as well as positions in private and public organizations in North Dakota and Oklahoma including Blue Cross Blue Shield, North Dakota Department of Health, North Dakota University System (NDUS) and North Dakota Medical Association. Her NDUS experience includes developing long-term communications plans for the State Board of Higher Education and 11 campuses that make up the University system. Anderson received a Bachelor of Arts degree from the University of North Dakota with majors in English and public relations.

### **Mike Mabin, Chief Executive Officer (35+ years of experience)**

Mike Mabin, company owner, serves as a lead consultant in developing and implementing multi-faceted marketing plans and programs for clients including government agencies, non-profit organizations and corporations.



Prior to starting Agency MABU in 2001, Mabin served for over 20 years as the Vice President of Marketing and Development at St. Alexius Medical Center, Bismarck, ND. Mabin earned a Master's in Management and a Bachelor's in Communications from the University of Mary, Bismarck, ND. Mabin is one of only a handful of marketing professionals in the world to earn lifetime accreditation by the International Association of Business Communicators (IABC).

**Note:** *Helgeson, Anderson and Mabin are joined by fifteen (15) other talented communications professionals at MABU who will serve in supporting roles on this project.*

## Section 3: Scope and Budget

### 3a - Proposed Scope of Work

Our lead consulting team, led by Chief Marketing Officer Trish Helgeson, will create a Strategic Communications Plan on behalf of **City of Bismarck**. The written plan will include address goals, branding strategies, target audiences, key messages, mediums and methods, timelines, a calendar of activities, budget parameters and methods for measuring outcomes.

#### *Detailed Description of Proposed Deliverables:*

- **Discovery Meeting:** To initiate work on the project, our consulting team will conduct a discovery meeting with the City. Meeting attendees will be identified by the Client. The purpose of the discovery meeting is to meet in person to review the scope of work, discuss core strategies, share preliminary plans and confirm desired outcomes.
- **Executive Interviews:** Our consulting team will conduct up to six (6) executive interviews with key members of the City's leadership team to identify current issues, as well as communications challenges, priorities and opportunities for improvement. These one-on-one interviews will be conducted by MABU with executives representing administration, engineering, public works, public information and other key departments to be determined by the client.
- **Relevant Documents Review and Communications Audit:** Our consulting team will conduct a thorough review of any available documents relating to key operational matters (e.g., strategic plan, market research studies, public input reports, infrastructure improvement plans, etc.). Additionally, our team will conduct a communications audit to inventory and assess the City's existing communications materials, tools and assets (e.g., printed materials, public service announcements, community programs, newsletters, photo/video assets, press releases, etc.).
- **Website and Social Media Audit:** Our team will conduct a thorough analysis of the City's website and social media sites, resulting in a Top 10 list of action items for recommended improvements to design, content and coding, thereby improving the user experience and engagement. The City will receive a full audit report addressing content strategy, user engagement, user experience, functionality, site health and website performance.
- **Best Practices and Competitor Research:** Our team will also conduct Internet research on best practices relating to innovative and successful communications efforts being conducted by communities elsewhere across the region and beyond. This will include a review of various communications programs, activities and tools used by other communities of a similar size and nature to Bismarck.



- **Key Stakeholder Research:** Our team will conduct up to six (6) executive interviews with representatives from stakeholder groups integrally involved in or impacted by the activities of the City (e.g., City Commission, Bismarck Parks, etc.). Input and advice will be sought regarding strengths, weaknesses and opportunities for improving communications efforts. The individuals to be interviewed will be identified by the City of Bismarck.
- **Communications Planning and Branding Session:** Our team will facilitate a two (2) hour communications planning and brand building session with 8 – 12 representatives of the City of Bismarck. The meeting participants will include a cross section of key decision makers and team members (e.g., administrators, commissioners, department heads, communications staff, front line employees, etc.). The meeting will engage the participants in an interactive process whereby they'll define the organization as it exists today from a communications and branding standpoint, as well as how they envision it operating in the future. Agency MABU will lead the group through a process of identifying the unique attributes and characteristics of the City's brand identity and organizational persona.
- **Creation of a Strategic Communications Plan:** Upon completing the previously described market research and communications planning activities, our team will write a Strategic Communications Plan. The project will conclude with the printing of twelve (12) spiral bound copies of the written plan, along with an oral presentation to the City Administration describing the main findings and recommendations. A separate written report will provide recommendations for improving the City's website and social media presence.

### 3b - Proposed Timeline

We anticipate starting work on this project as early as February 15, 2019. The project will take 8-12 weeks to conduct the market research and write the Strategic Communications Plan.

### 3c - Proposed Budget (Firm-Fixed Fee = \$18,300)

PHASE 1 (January - March 2020)	Budget
Research and write a strategic communications plan (e.g., executive interviews, review of documents & materials, web & social media audit, branding & planning session, written plan and presentation for findings/recommendations).	\$14,250.00
Review and analyze the City's main website and social media sites.	\$3,800.00
Incidental expenses (printing and binding of written reports, meeting handouts, flipchart supplies, miscellaneous office supplies)	\$250.00
<b>Total Investment – Phase 1</b>	<b>\$18,300.00 *</b>

*\* If requested, a separate proposal may be offered to City of Bismarck to assist with implementation of various aspects of the plan following completion of Phase 1.*



### 3d - Proposed Payment Terms

Payment for services rendered under this Agreement will be issued by the CONSULTANT to the CLIENT on an installment basis in accordance with the following schedule:

- Installment #1: 25% of contract (\$4,575) issued upon approval of the Agreement (e.g., end of Feb. 2020)
- Installment #2: 25% of contract (\$4,575) issued upon completion of advance research (e.g., end of Mar. 2020)
- Installment #3: 25% of contract (\$4,575) issued upon completion of web/social audit (e.g., end of Apr. 2020)
- Installment #4: 25% of contract (\$4,575) issued upon completion of communications plan (e.g., end of May 2020)

Invoices will be payable on a net 30 basis. Interest at prevailing rates may be charged on accounts past due 60 days. In the event of default in payment, the CLIENT shall pay the CONSULTANT all costs, including attorney's fees, the fees of collection agencies, and other expenses incurred in enforcing any of the terms or conditions thereof. Invoices will be issued via e-mail from [mabuacct@gmail.com](mailto:mabuacct@gmail.com).

### Section 4: References

Agency MABU has provided services of a similar nature and scope to this proposal for the following client references.

<b>CLIENT</b>	<b>American Heart/Stroke Association</b>
Project Title	Mission: Lifeline Stroke North Dakota
Dollar Amount	\$276,000
Period of Performance	October 1, 2017 – May 31, 2020
Agency Contact	Chrissy Meyer, Communications Director Phone: 605.360.2542 E-mail: <a href="mailto:Chrissy.Meyer@heart.org">Chrissy.Meyer@heart.org</a>
Project Description	Conduct a statewide public awareness campaign relating to stroke prevention and treatment.

<b>CLIENT</b>	<b>AMERIND Risk</b>
Project Title	Strategic Marketing & Communications Plan
Dollar Amount	\$150,000
Period of Performance	January 1, 2019 - current
Agency Contact	Robert Dahl, Program Manager Phone: 505-404-5014 E-mail: <a href="mailto:rdahl@amerind.com">rdahl@amerind.com</a>
Project Description	Develop and deploy a strategic communications plan to market insurance products to tribal leaders and other target audiences.



<b>CLIENT</b>	<b>U.S. Army Medical Command – Civilian Corps</b>
Project Title	Recruitment Marketing & Advertising Program
Dollar Amount	\$3.496 million
Period of Performance	September 29, 2017 – September 28, 2020
Agency Contact	Dana "DJ" Martin, Civilian Human Resources Recruitment & Retention Phone: 210-850-1627 E-mail: <a href="mailto:dana.j.martin.civ@mail.mil">dana.j.martin.civ@mail.mil</a>
Project Description	Conduct a nationwide marketing & advertising program to recruit civilian medical, behavioral health and dental professionals to staff the U.S. Army's 70+ hospitals and clinics across the world.

***Marketing & Advertising Business Unlimited, Inc.***

Agency MABU (dba)  
1003 Gateway Avenue  
Bismarck, ND 58503

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Contact: Mike Mabin, President  
Mobile: 701.319.5500  
[mmabin@agencymabu.com](mailto:mmabin@agencymabu.com)

*Agency MABU (c) January 31, 2020*



## **REQUEST FOR PROPOSALS**

City of Bismarck Strategic Communications Plan

Date: November 8, 2019

Proposals Due: December 20, 2019

### **Statement of Purpose**

The City of Bismarck (City) invites proposals from qualified consulting firms and consultants to create a Strategic Communications Plan that would advise the City on public communication strategies, outreach and engagement, communications best practices, and message templates for news releases, media advisories and similar forms of communication.

### **Background**

The City communicates with residents, businesses, and other stakeholders and organizations about various City matters, including:

- Emergency preparedness
- City policy
- Traffic, public safety, and other alerts
- News and events
- Key issues and areas of interest
- Department programs, projects, campaigns, and news

Communications are done both at the department level and out of the City Administration Office. The City communicates daily using the following platforms:

- City website
- Press releases, news media outreach
- Social media: Facebook, Twitter, YouTube
- Alert notifications: CodeRED
- Engagement tools: website citizen request form, website Notify Me subscription service
- Email, department publications
- Department Annual reports

The City of Bismarck's communication goals are to:

- Communicate key City messages to residents, businesses, and other stakeholders and organizations
- Ensure residents and businesses have access to emergency alerts
- Establish plans and procedures for communicating about emergency issues and disasters
- Increase awareness of City projects and programs
- Increase awareness of and engagement with City infrastructure construction projects
- Increase overall civic engagement and participation
- Broaden the reach of City communications
- Establish trust with residents and businesses
- Communicate with all audiences, including youth and seniors, and in multiple languages
- Encourage City Departments to increase overall public communications

### **Scope of Work**

The City is looking for a highly qualified Consultant to work closely with the City's Administration Department to create a Citywide Strategic Communications Plan. The Consultant can be part of a firm or an individual consultant and is expected to create a Strategic Communications Plan that provides:

- Recommendations for maintaining and enhancing citywide communications
- Establish Bismarck audience profiles and methods to reach different audiences, including harder to reach stakeholders and ensures input is received by a broad cross section of the Bismarck community
- Direction on where to publish translated materials
- Best practices for social media, alert messages, surveys and community engagement
- Extensive boilerplate language for press releases and emergency messaging
- Guidance on establishing citywide newsletter
- Guidance on establishing citywide annual report
- Case studies in emergency preparedness and effective social media and other messaging from other municipalities

- Creative ideas for planned social media posts and campaigns
- Most effective way to establish a City presence on Facebook, Twitter, Instagram, YouTube, etc.
- How to be most effective with advertising, guidance on advertising outlets, best practices
- How to make effective videos and when to use them
- Advice on media relations, media training
- Best practices for establishing a Citywide photo database and photo release policy
- Information to share with City employees over an Intranet system
- Budget and staffing to implement and maintain Communications Plan

### **Submittal Requirements**

The City is requesting **six (6) hard copies and one PDF copy** of the proposal, which must contain the following information:

1. Letter of Interest and Approach (2-page maximum): Please include a letter expressing the Consultant's interest in being considered for the project. As part of the letter, please describe your approach for establishing a Strategic Communications Plan for the City of Bismarck.
2. Advisor/Project Manager Experience (2-page maximum): Please include information about the specific relevant experience of the Consultant or team who will draft the Strategic Communications Plan and serve as the principal contact for the scope of work.
3. Scope and Budget (2-page maximum): Based on the Proposed Scope of Work, please provide billing rates, budget, and schedule for the project.
4. References (1-page maximum)

### **Evaluation of Proposals**

The City of Bismarck's selection team will review and evaluate all properly submitted proposals that are received on or before the deadline. The selection team will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal. The selection team shall participate in the analysis of RFPs, the interview process and the final recommendation of the selected consultant for the project. Upon successful negotiations with the selected consultant, the contract will be recommended for approval by the selection team to the Board of City Commissioners for final approval.

**Selection Process**

Based upon the qualifications of the submitted proposals, informational interviews will be conducted by the selection team. The selection team will then meet to review proposals, discuss interviews, and select a preferred Consultant. The City intends to complete the contract with the selected Consultant in a timely manner so that the Consultant can commence work in early 2020.

The final selection will be based upon the following criteria:

- A. The Consultant’s experience and results with similar projects and demonstrated expertise.
- B. The Consultant’s demonstrated understanding of the proposed scope and the approach to create a Strategic Communications Plan for the City.
- C. The Consultant’s proposed budget amount for this one-time project.
- D. Responses of the client references.
- E. Interview
- F. Such other information that may be required or secured.

The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject any and all proposals at its discretion, including not awarding the contract to any firm.

**City of Bismarck Rights**

The City of Bismarck reserves the right to reject any or all proposals, make counter proposals and/or engage in negotiations with any or all firms or individuals, waive any requirements or otherwise amend this RFP, or cancel the RFP in order to achieve the City’s goals and objectives for this project. Any changes in the status of the RFP will be brought to the attention of all parties that provide contact information for updates. The information contained in this RFP represent the City’s best information at the time of the release of the RFP and the City reserves the right to modify any term or condition contained herein.

**Responsibility for Proposal Preparation**

Except as otherwise specifically agreed to in writing by the City, each consulting individual or team submitting proposals shall provide and pay for all materials, labor, transportation, charges, levies, taxes, fees or expenses incurred, including all costs to prepare a response to this RFP, travel and presentation costs, and all other services and facilities of every nature whatsoever necessary for the preparation of the RFP. It is neither the City’s responsibility nor

practice to acknowledge receipt of any proposal as a result of the RFP process. It is the proposer's responsibility to assure that a proposal is delivered and received in a timely manner.

### **No Conflict of Interest**

No member of the Board of City Commissioners, member of the selection team for this RFP, and any other officer, employee or agent of the City of Bismarck who exercises any functions or responsibilities in the selection of a proposal, shall have any personal interest, direct or indirect, in the project.

### **Open Records/Proprietary Information**

The City of Bismarck recognizes that in responding to this RFP, the proposer may desire to provide proprietary information in order to clarify and enhance their response. To the extent permitted by law, the City of Bismarck will keep confidential such information provided that:

1. The information submitted is arguably proprietary, and
2. The proprietary information is submitted in a separate file or section that is clearly identified as containing proprietary information, according to the submittal instructions of this RFP. Only information that is credibly proprietary may be included. Inclusion of non-proprietary significant information in the sealed portions may render a submittal ineligible. Responders should note that the City of Bismarck is a municipality, and as such its files are available for public review pursuant to the North Dakota Constitution Article XI, Section 6 and NDCC Chapter 44-04-18.

### **Submittal Instructions**

Responses should be submitted by mail or in person by **5:00 PM on Friday, December 20, 2019** to:

City Administrator  
City of Bismarck  
PO Box 5503  
Bismarck, ND 58506-5503

Submittals shall be clearly marked on the outside cover or envelope "Response to Request for Proposals: Strategic Communications Plan."

### **Questions**

Keith Hunke, City Administrator and Jason Tomanek, Assistant City Administrator are available to answer questions and respond to requests for additional information. All questions must be submitted in writing to Keith Hunke [khunke@bismarcknd.gov](mailto:khunke@bismarcknd.gov) and Jason Tomanek [jtomanek@bismarcknd.gov](mailto:jtomanek@bismarcknd.gov)

