

3/8/23

Request For Proposal 23-937

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

ADDITIONS: Under X. Miscellaneous

- L. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as TARE or the City is purchasing Supplies or Services from Seller pursuant to this Proposal, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Media Liability aka Professional Liability, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Proposal was Accepted by the TARE or the City to provide proof of coverage.

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

Request for Proposal

23-937

Professional Services for: Marketing / Media, Public Relations, and Marketing Consulting

NIGP Commodity Code(s):

915-73 Public Information Services

918-26 Communications: Public Relations Consulting

918-76 Marketing Consulting

RFP Schedule

EVENT	DATE
RFP Issue Date	03/06/2023
Pre-Proposal Conference	No Pre-Bid Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	03/20/2023 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	03/29/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with the RFP 23-937 in the subject line.

Submit proposals (sealed) to:

Tulsa Authority for the Recovery of Energy
c/o Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), we are searching to secure professional services to assist with Marketing and Media, Public Information Services, Public Relations Consulting and Marketing Consulting for the Tulsa Authority for the Recovery of Energy (TARE). TARE is seeking to provide public awareness, information, and education regarding the City of Tulsa's Refuse & Recycling services and programs that are operated by TARE.

We enthusiastically look forward to receiving your proposal.

II. TIMELINE:

The schedule above provides estimated dates for the RFP and contracting process. TARE or the City of Tulsa may adjust this schedule as needed.

III. SCOPE OF WORK:

1. The Respondent shall collaborate with City departments including communications to advise the Refuse & Recycling Services Division staff on developing education programs which supports TARE's mission and goals. The programs support both short and long-term strategies of the TARE board, targeting resident households and other stake holders, including the City's elected officials who converse with and receive feedback from citizens and customers.
2. The Respondent shall develop, in consultation with the City's Refuse & Recycling Services Manager, or appointed project designee, the TARE board trustees, the City's Communication Department, a public information and education campaign to support the Refuse & Recycling services programs, including customer communication, public information and outreach.
3. The Respondent shall identify needs and recommend communications and marketing programs, ranging from earned media to group meetings, using paid advertisements and social media strategies.
4. The Respondent shall help identify, develop, and support educational programs such as classroom visits, presentations and exhibits to be implemented by the City's Refuse and Recycling Services Division.
5. The Respondent must establish measurable program objectives which will be evaluated for effectiveness or adjustments to strategies with staff and TARE board members periodically.
6. The Respondent will create and produce television, radio commercials and print, billboards and social media content and purchase time/space/media on local stations and publications.

7. The Respondent shall write scripts and find talent for electronic productions.
8. The Respondent shall hold strategic planning sessions with TARE staff and implement agreed upon strategies.
9. The Respondent will support staff and monthly reports will be provided to TARE.
10. The Respondent shall produce professional grade materials supporting the City's Refuse and Recycling Services division incorporating City developed and TARE approved branding. This includes the use and/or development of writing, design, photography, and production.
11. The Respondent will make sure that all Language Access Policy requirements will be met.
<https://www.cityoftulsa.org/media/20659/executive-order-no-2022-06.pdf>

V. DELIVERABLES:

The products, reports, and plans to be delivered to TARE will include:

- 1) tools for improved customer relations
- 2) tactics for direct communications via electronic media and printed messages
- 3) general education outreach to the public for increasing awareness of TARE's goals, objectives, programs, and the principles of environmental stewardship.
- 4) talking points, as needed, to TARE and staff for public and neighborhood meetings, meetings with elected officials, residents, and media.
- 5) carry out branding already created and approved by the TARE board, including but not limited to the use of existing branding in collateral materials, production of visuals, public service announcements, signage, correspondence, social media, mobile applications, etc.
- 6) informational video presentations, television programs, including Tulsa Government Access Television (T-GOV), commercials, streaming video and public service announcements.
- 7) content updates to City staff for City and TARE website pages, editorial, and photographs and video as agreed upon. New websites are not included in this scope.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to TARE. TARE looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and TARE prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Reducing recycling contamination	Recycling Audit	Every 6 months (per recycling contract)	TARE staff

Contract Performance Monitoring

As part of TARE's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Educational Collateral
- Media spends and buys.
- Sponsorships and special events
- Topics of interest or concern to the Respondent
- Status of performance metrics
- Discussion and troubleshooting of challenges.
- Review of budget and spending year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

Proposals must be received by **5:00 p.m. Central Time (Oklahoma) on Wednesday, March 29, 2023**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 23-937, Marketing /Media, Public Relations, and Marketing Consulting ”**.

Proposals received late will be returned unopened.

- A.** Proposals shall be delivered and sealed to:
- Tulsa Authority for the Recovery of Energy
c/o Deputy City Clerk
City of Tulsa
175 E. 2nd St., Suite 260
Tulsa, OK 74103
- B.** All interested Respondents (Sellers) are required to register with the Buyer to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.
- TARE is not responsible for any failure to register.
- C.** Interested Respondents should submit:
- One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).**
- D.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, March 20, 2023**.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- E.** Proposals will be opened on the morning after the due date, at 8:30am, at the:
- Standards, Specifications, and Awards Committee Meeting**
175 East 2nd Street, 2nd Floor
City Council Chamber
Tulsa, Oklahoma

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should provide the following information:

- 1) Illustrative Client List
- 2) Website, CD, or flash drive showing previous work including, but not limited to, branding projects, community outreach and public education projects.
- 3) PSA's and electronic productions and presentations.
- 4) Use of social media.
- 5) Fee Schedule (\$300-\$400K annually expended)
- 6) List of required activities, hours to complete and hourly rate(s).

IX. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of TARE and will be contingent on the successful completion of a contract between TARE and the selected Respondent(s).

The selection panel will be comprised of a minimum of three (3) participants, including one representative each from the City of Tulsa Refuse and Recycling Services Division, the Communications Department, and a member of the TARE board.

All Bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
Complete and clear submitted proposal that addresses the requirements of proposal	10	All aspects of the proposal are complete and clearly defined
Be able to perform the contract, provide the service promptly within the time specified without delay or interference	10	Have enough physical and financial resources to deliver services on time without delays
The quality of performance of previous contracts or services	10	Having a proven track record of previous performances with the City or other entities that are comparable
Ability, capacity, and skill to perform the contract or provide service(s) required	10	Have enough properly trained employees and have appropriate resources to provide services as required
The character, integrity, reputation, judgment, experience, and efficiency of Respondent	10	Have significant experience and a stellar reputation, judgment, and integrity in the industry

Previous and existing compliance with laws and ordinances relating to contract or service	10	Having previous experience working with governmental entities and understanding ordinances and laws governing them.
Hourly costs to perform services	10	Lowest cost with the ability to adequately perform services
The quality, availability, and adaptability of services, supplies, and IT systems to support the City as needed	10	Being able to procure and provide to meet the City's needs

If TARE awards a contract, it will be the Respondent whose Proposal earns the most points overall.

TARE also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO):
https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

X. MISCELLANEOUS

- A.** TARE expects to enter into a written contract with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, TARE may include in the contract other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to TARE.
- C.** TARE notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** The use of TARE's or the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by TARE or the City of Tulsa.
- F.** TARE assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

- G.** TARE is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

TARE shall not be under any obligation to return any materials submitted in response to this RFP request.

- H.** TARE shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as TARE's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I.** TARE has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet TARE's Objectives.
- J.** All collateral and deliverables become the sole property of TARE.
- K.** At the discretion of TARE, one or more of the Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal. If requested, presentation materials may be requested.
- L.** Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as TARE or the City is purchasing Supplies or Services from Seller pursuant to this Proposal, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Media Liability aka Professional Liability, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Proposal was Accepted by the TARE or the City to provide proof of coverage.

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the TARE c/o City of Tulsa Clerk's Office. We recommend you include this checklist with your proposal.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Respondent Information Sheet (required form)	
Acknowledgement of Receipt of Addenda / Amendments	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Appendix A – TARE General Contract Terms	
Additional Information (Optional)	

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with TARE or the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other:

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write “None” if applicable).

Sign Here ►

Printed Name:

Title:

Date:

Price Sheet Summary

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Schedule for each year's services:

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

Year 6: \$ _____

Year 7: \$ _____

7-YEAR TOTAL	\$ _____
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By signing here, I affirm that these prices are my formal offer and agree to the inclusion of TARE's general contract terms and conditions as listed in Appendix A in any contract with TARE.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

Issue Date: March 6, 2023

AFFIDAVIT
NON-COLLUSION AND INTEREST

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of TARE or the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of TARE and the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized.

APPENDIX A – TARE General Contract Terms

It is anticipated that TARE will enter into a contract with the selected Respondent for an initial term ending one (1) year from the date of its execution by the Chair of TARE's Board of Trustees, with four (6) one-year renewals available at the option of TARE. Contracts entered into by TARE generally include, but are not limited to, the following terms:

1. **Renewals.** Respondent understands and acknowledges that any future contracts or renewals are neither automatic nor implied by the Agreement. The continuing purchase by TARE of the Services set forth in the contract with TARE is subject to TARE's needs and to TARE's annual appropriation of sufficient funds in its fiscal year (July 1st to June 30th) in which such Services are purchased. In the event TARE does not appropriate or budget sufficient funds to perform the Agreement, the contract shall be null and void without further action by TARE.
2. **No Indemnification or Arbitration by TARE.** Respondent understands and acknowledges that TARE is an Oklahoma public trust of which a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens is the sole beneficiary. Accordingly, and pursuant to Oklahoma law, TARE shall not indemnify nor hold Respondent harmless for loss, damage, expense or liability arising from or related to the Agreement, including any attorneys' fees and costs. In addition, Respondent shall not limit its liability to TARE for actual loss or direct damages for any claim based on a breach of the contract and the documents incorporated herein. TARE reserves the right to pursue all legal and equitable remedies to which it may be entitled. TARE will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Respondent.** Respondent agrees to indemnify, defend, and save harmless TARE and its trustees, officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials, or processes provided by Respondent hereunder. Respondent shall pay all royalties and charges incident to such patents, trademarks, or copyrights.
4. **General Liability and Indemnification.** Respondent shall hold TARE harmless from any loss, damage or claims arising from or related to the performance of the Agreement. Respondent must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to the Agreement. Respondent agrees to indemnify and hold TARE harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Respondent or Respondent's subcontractors under the scope of the Agreement.
5. **Liens.** Pursuant to City of Tulsa Charter (Art. XII, §5), no lien of any kind shall exist against any property of TARE or the City.
6. **No Confidentiality.** Respondent understands and acknowledges that TARE is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Respondent pursuant to the contract that would be inconsistent with TARE's compliance with its statutory requirements thereunder.
7. **Compliance with Laws.** Respondent shall be responsible for complying with all applicable federal, state and local laws. Respondent is responsible for any costs of such compliance. Respondent shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans

with Disabilities Act. Respondent certifies that it and all of its Respondents to be used in the performance of the contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by TARE or its designees. Respondent shall retain all records related to the contract for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
9. **Governing Law and Venue.** The contract shall be executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles. The parties shall stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma for any lawsuits arising under the contract or incident thereto, and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of the contract shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** The contract and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of the Agreement. The contract may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, TARE does not agree to the terms of any future agreements, revisions or modifications that may be required under the contract unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Respondent may not assign the contract or use subcontractors to provide the Goods and/or Services without TARE's prior written consent. Respondent shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Respondent shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

Other appropriate contract terms and provisions as TARE may deem pertinent to the proposal as accepted by TARE shall be included in the parties' contract.

PACKING LABEL

Top Left Corner of Label

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

FROM:

**TULSA AUTHORITY FOR THE
RECOVERY OF ENERGY**

c/o City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 7410

Respondent Submission For:

RFP# 23-937

RFP DESCRIPTION: Marketing/Media, Public Relations, and Marketing Consulting

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.