

Request for Proposal

TAC1026A

Professional Services for

Outreach, Customer Relations & Marketing, and Public Information Campaigns Related to Refuse & Recycling Services

NIGP Commodity Code(s):

915-73 - Public Information Services

918-26 - Communications: Public Relations Consulting

918-76 - Marketing Consulting

**Submit proposals
(sealed) to:**

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

With this Request for Proposal (“RFP”), we are searching to secure professional services to provide public awareness, information and education regarding the City of Tulsa’s Refuse and Recycling services and programs managed and operated by the Tulsa Authority for the Recovery of Energy (“TARE”) or supported by the City of Tulsa (“City”) on an ongoing basis.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, November 29, 2017, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP TAC1026A, Outreach, Customer Relations & Marketing, and Public Information Campaigns Related to Refuse & Recycling Services”**.

Proposals received late will be returned unopened.

2. Proposals shall be delivered sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

3. All interested Respondents (“Sellers”) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **November 15, 2017**.

Terry O. Thomas, Senior Buyer
tthomas@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only 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.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

B. General Notifications

1. TARE and the City of Tulsa 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.

2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. TARE and the City of Tulsa also notifies all Respondents that 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 the TARE's Objectives.
5. Although it is the TARE's intent to choose only the most qualified Respondents, the TARE reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the TARE, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
6. This Request for Proposal does not commit TARE or the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. Neither TARE nor the City is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the TARE.

III. SCOPE OF WORK:

1. The Respondent shall collaborate with City Departments including Communications to advise the City's Refuse & Recycling Services Division staff on developing programs which support TARE's mission and goals. The programs will support both short-term and long-term strategies of the TARE board, targeting about 118,000 residential customer households and other stakeholders, 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 and the City's Communications 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 & 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 every three months.
6. The Respondent will create and produce television, radio commercials and print, billboard and advertisements as agreed upon, 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 the project team and implement agreed-upon strategies.
9. The Respondent will support staff and report to the project team monthly. Monthly reports will be provided to TARE.
10. The Respondent shall produce professional grade materials supporting the City's Refuse & Recycling services program incorporating the City developed by utilizing and/or incorporating elements of the City developed, TARE approved branding. This includes use and/or development of writing, design, photography and production

IV. DELIVERABLES:

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

- 1) tools for improved customer relations,
- 2) tactics for direct communication via electronic and printed messages,
- 3) general educational 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 the branding already created and approved by the TARE board, including but not limited to use of the 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 (TGOV), commercials, streaming video, and public service announcements,
- 7) content updates to City staff for the City /TARE website pages, including the

editorial, and photographs and video as agreed upon. New websites are not included in this scope

V. RESPONDENT AND PROPOSAL REQUIREMENTS:

To be considered, interested Respondents should submit or address the following:

- A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. To ensure that this project is completed in a timely manner, TARE may require that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- E. At the discretion of TARE, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal. If requested, presentation materials may be required.
- F. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this RFP are solely the responsibility of the Respondent. Neither TARE nor the City of Tulsa is liable for any costs incurred by Respondents in the preparation of proposals or any work performed by any Respondent prior to the approval of an executed contract by TARE.
- G. The following must be included with a Respondent's Proposal:
 - 1. Illustrative client list
 - 2. Website or CD showing previous work including, but not limited to, branding projects, community outreach and public education projects
 - 3. PSAs and electronic productions and presentations
 - 4. Use of social media
 - 5. Fee schedule (\$300-500K annually expended at present)
 - 6. List of required activities, hours to complete, and hourly rate

VI. EVALUATION OF PROPOSALS:

A panel consisting of not less than three (3) participants including one representative each from City's Refuse & Recycling Services, the City's Communications Department, and a member of the TARE board. Selection shall be determined to be in the best interest of TARE as evaluated by the Selection Panel. The approval of the successful proposal will be subject to the final approval of the full TARE board and will be contingent on the successful completion of an agreement between TARE and the selected Respondent(s).

Evaluation criteria– A maximum of ninety (90) points (10 points per item maximum) will be assigned to Award of Proposal items 1 thru 9.

If TARE recommends an award, it will be to the Respondent whose Proposal earns the most points overall.

VII. TIME FRAME FOR REVIEW:

The processes to review proposals, conduct interviews, and select the final service seller is expected to take from six (6) to eight (8) weeks. Additional time may be warranted depending on the number of proposals submitted.

VIII. AWARD OF PROPOSAL:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.

13. If an evaluation committee performs the evaluation, the recommendation of such committee.

IX. MISCELLANEOUS:

- A. TARE expects to enter into a written Agreement (the "Agreement") 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 Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this proposal process 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 the TARE
- C. The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa. The use of TARE's name in any way as a potential customer is strictly prohibited except as authorized in writing by TARE.
- D. Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the TARE account.
- E. Neither TARE nor the City assumes responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F. TARE and the City are 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, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

<https://www.cityoftulsa.org/media/1680/openrecordsactpolicy.pdf>

Neither TARE nor the City shall not infringe upon any intellectual property right of any Respondent, but specifically 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 or the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. TARE and the City shall not be under any obligation to return any materials submitted in response to this RFP.

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

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 Respondent herein for the purposes of certifying facts pertaining to the existence of collusion between and among Respondent and municipal officials, TARE trustees 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 Respondent 's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the Respondent nor anyone subject to the Respondent's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing,
 - b. to any collusion with any TARE Trustee or staff member or 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 respondents and any municipal official or TARE trustee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, o f lawful age, being first duly sworn, state that I am the agent authorized by Respondent to submit the attached Proposal. Affiant further states that no officer, TARE trustee or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent’s business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Respondent’s 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: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to any agreement with TARE will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____
Remit to
Address: _____
City, State
Zip: _____
Phone: _____
Name (print): _____
Signature: _____
Title: _____

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

Notary Public

My commission expires: _____
My commission number: _____

The Affidavit must be signed by an authorized agent and notarized

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 RFP 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: _____

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

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

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

Address: _____
Street City State Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Price Sheet Summary

Please attach to the RFP response:

1. Fee schedule
2. List projected number of hours and hourly rate (as shown on the fee schedule).

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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General Contract Terms

It is anticipated that TARE will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the TARE Chair, with four (4) one-year renewals available at the option of the TARE. All contracts entered into by the TARE shall include, but not be limited to, the following general terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TARE of the Services set forth in this Agreement is subject to TARE's needs.
2. **No Indemnification or Arbitration by TARE.** Contractor understands and acknowledges that TARE is an Oklahoma Public Trust. Accordingly, and pursuant to Oklahoma law, TARE shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to TARE for actual loss or direct damages for any claim based on a breach of this Agreement 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 Contractor.** Contractor agrees to indemnify, defend, and save harmless TARE and its 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 Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold TARE harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens. *No lien shall be placed on property of TARE or the City of Tulsa by the actions or inactions of Contractor.*** Contractor 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 Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor 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 Contractor pursuant to this Agreement that would be inconsistent with TARE's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor 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. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement 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.

Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of Contractor is not a program or activity of TARE or the City of Tulsa. Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of Contractor. Under no circumstances will Contractor conduct any activity which it deems to not be in compliance with the ADA.

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. Contractor shall retain all records related to this Agreement 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.** This Agreement is 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, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement 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.** This Agreement 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 this Agreement. This Agreement 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 this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TARE's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

The undersigned agrees to the inclusion of the above provisions in any contract with TARE, along with other provisions that may be agreed by the parties.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____