

**Request for Proposals
for
Development of a Regional
Recycling and Waste Diversion Public Education Program**

City of Sioux Falls

**Guidelines and Requirements for Submittal
Request No. 18-0089**

Section 1—Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified marketing and branding firm to assist the City in developing a Regional Recycling and Waste Diversion Public Education Program.

1.02 Contact Person, Telephone, Fax Number, and Email

David Dekker, Purchasing Specialist, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

David Dekker, Purchasing Specialist

Phone: 605-367-8833

Email: ddekker@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: May 14, 2018
- Deadline for questions: May 29, 2018, at 12 noon
- Proposals due: June 7, 2018, at 2 p.m.
- City issues Notice of Intent to Award a Contract approximately: June 21, 2018
- City issues contract approximately: July 15, 2018

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy (marked “Original”), one (1) electronic copy via USB flash drive, and three (3) hard copies of the proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled “cost proposal.”

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: David Dekker
RFP No. 18-0089
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the purchasing agency at the location specified no later than **2 p.m., Central Standard Time, on June 7, 2018**. Proposals will not be publicly read at the opening. Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to David Dekker, Purchasing Specialist, at ddekker@siouxfalls.org. Answers to questions will be posted on the RFP website, that can be found at www.siouxfalls.org/business. The deadline for questions is 12 p.m. Central Standard Time, May 29, 2018.

If deemed necessary, addenda to the RFP will be issued and posted on the City's website at www.siouxfalls.org. No addenda will be issued after 5 p.m., May 31, 2018.

Responding Offerors are prohibited from communicating in any other manner about this project with any other City employees from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting Offeror.

Section 2—Scope of Work

2.01 Introduction

The City of Sioux Falls is seeking qualified applicants to assist in the development of a regional recycling and waste diversion education campaign for the five county region: Lake, Lincoln, McCook, Minnehaha, and Turner counties. The recycling campaign should target residents within this region in order to demonstrate the value and the need for recycling and should also demonstrate how to recycle properly to encourage greater participation in the City's recycling programs and initiatives.

2.02 Background

The City of Sioux Falls owns and operates the Sioux Falls Regional Sanitary Landfill (SFRSL). The SFRSL serves the entire five county region (Lake, Lincoln, McCook, Minnehaha, and Turner counties). The SFRSL is one of the City's largest capital investments and environmental liabilities. One way to protect and extend the life of our regional landfill is to promote waste minimization measures including recycling. The local solid waste system is comprised of the publically owned landfill, 18 private, licensed waste haulers, and two private, licensed material recycling facilities (MRFs). The waste haulers are responsible for collecting waste and recyclables from their customers and the MRFs are responsible for sorting and selling the collected recyclables. The City is responsible for properly managing the municipal waste and operating the landfill, as well as, public education for recycling and enforcement for haulers who fail to meet the annual recycling standard. One of the requirements for a waste hauler license is to annually meet the City's recycling standard. The annual recycling goal is calculated each year but taking the total amount of recyclables from the licensed waste haulers from the year before over the total

amount of municipal waste (MSW) from all of the waste haulers the year before plus the total amount of recyclables. Essentially, whatever the industry achieved as an overall recycling rate the previous year becomes the current year's recycling goal. The annual mandatory recycling standard is 80 percent of the annual recycling goal.

The first year a hauler fails to meet the recycling standard they are fined \$1.00 per ton of MSW they hauled to the SFRSL from the year before. The second consecutive year a hauler fails to meet the recycling standard they are fined \$2.00 per ton of MSW they hauled to the SFRSL from the year before. The third consecutive year a hauler fails to meet the standard their licensed is revoked. In order to help waste haulers meet the recycling standard the City oversees a public education campaign focused on proper recycling for the five county area. Below are the required recyclables for customers of the SFRSL:

- Paper.
- Cardboard, cartons, chip board.
- Aluminum, steel, and tin cans.
- Plastic bottles, tubs, and jugs.

Attached to this RFP is the recycling flyer which was developed by the City in cooperation with the waste haulers and MRFs in 2015. It is critical that any new recycling campaigns focus on not only what is required to be recycled but what items must be left out of the recycling in order to avoid contamination. Some items which would count as contamination include:

- Plastic cups, utensils, plates.
- Garden hose, electrical wires, and rope.
- Food, diapers, and pet waste.
- Electronics and hazardous waste.
- Automobile parts, metal outside of aluminum, and tin and steel cans.
- Toys, clothing, and furniture.

Contamination can lead to recyclable items being taken to the landfill, fines for waste haulers and/or their customers, and an overall decline in our local recycling industry.

2.03 Project Objectives

The successful proposer will assist the City of Sioux Falls in meeting the following project objectives:

- Develop a consistent recycling and waste diversion public education program and brand identity that will serve all customers of the Sioux Falls Regional Sanitary Landfill (SFRSL).

- Develop a recycling campaign with an emphasis on visual communication that will educate citizens on what is acceptable and not acceptable to recycle in the SFRSL service area.
- Generate greater citizen participation in the City’s recycling and waste diversion initiatives through diversified outreach and information delivery methods. Including, but not limited to, electronic public service announcements/videos, printed advertising, direct mail, door hangers, billboards, earned media, and social media.
- Develop dedicated tools for outreach, such as a branded, dedicated recycling program website, to serve as a central clearing house for all resources of the program and associated initiatives.
- Maximize the effectiveness of all points listed above while staying in our budget.

2.04 Scope of Work

The scope of work will include professional services to generate conceptual ideas, engage stakeholders, develop, and ultimately implement a consistent Regional Recycling and Waste Diversion Public Education Program. The selected firm will provide research, analysis, and recommendations sufficient to accomplish the “Project Objectives,” as stated above. At a minimum, the scope of work shall include the following:

Phase One: Development of Education Program and Brand Identity:

- Engage stakeholders, including City staff, private waste haulers, material recovery facilities, business and county representatives, and citizens.
- Create conceptual ideas for the new program and brand identity that align with the goals of the City’s Public Works Department.

Phase Two: Development of Communication and Outreach Material:

- Prepare an implementation strategy for the new program.
- Provide examples of communication and outreach material.
- Communicate with and gather feedback from stakeholders as deemed necessary.

Phase Three: Development of Dedicated Tools for Outreach:

- Develop specific outreach tools and methods that will be used to implement and sustain the program.

Phase Four: Implementation:

- Purchase approved ads and oversee ad placement using the funding in this proposal.
- Provide assistance as needed in the implementation of the new education program.
- Provide reports demonstrating the effectiveness of the campaign where possible.

- Communicate with and gather feedback from stakeholders as deemed necessary.

2.05 Timeline

Phase One:

Phase one of this project will commence immediately upon successful contract negotiations. This phase is anticipated to be completed within 60 days of the contract being finalized.

Phase Two:

Phase two of the program will have an estimated completion date of September 21, 2018.

Phase Three:

A deadline to complete the development of the program is set for the fourth quarter of 2018. Implementation of the campaign will take place in 2019.

Phase Four:

Anticipated start is January 2019.

2.06 Budget

The total project budget for this campaign is not to exceed \$40,000.

2.07 General Billing Requirements

The City seeks an efficient billing process. The City requires invoicing to each account, as requested, at no additional charge to the City. The billing format will be reviewed and approved by the contract administrator prior to the final contract agreement. Offeror must thoroughly describe their ability to accept and process orders using purchase orders or purchasing cards. Offerors must also discuss their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or a seamless electronic interface to City accounting systems.

The City **will not** accept fuel surcharges, delivery charges, or any other miscellaneous fees and/or surcharges.

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the Offeror provide any additional services at no cost to the City or assist the City in evaluating its existing needs and future needs.

2.08 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the firm's performance of the agreement or any other agreements of the firm, entered into by reason thereof. The firm shall indemnify and defend the City,

including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the firm, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.09 Contract Award

It is the City's intent to enter into a contract with an Offeror who best demonstrates the ability to complete the scope of work listed in this RFP. The contract shall be from time of award through December 31, 2019, with the option for the City to extend the term three more years, renewable on an annual basis. After review of the proposals, if the City decides to not enter into contract, the City will notify all Offerors.

2.10 Federal Requirements

The offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

Section 3—Proposal Format and Content

3.01 Submittal Requirements

The submittal must contain the following information:

1. **Cover Letter.** Provide name and address of the firm(s) and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. In a one–two page letter summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Also provide a one–two page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm.

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

2. **Project Team.**

- a. Prepare an organizational chart showing your firm's team.
- b. Provide resumes or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar size and type, specific qualifications applicable to this project, and current work assignments and availability for this project.

- c. What capacity and resources do you possess that would enable you to back up and support your assigned staff?
 - d. Provide three client references (contact person and telephone number) on projects of similar size and scope. The references should also be able to verify the proposed implantation services.
 - e. List other assignments your project manager will be handling during the period of assignment to our project.
3. **Project Approach.** Provide a description of your project approach. The approach should include, but not be limited to, all items listed above, a task list, and estimated personnel hours.
 4. **Experiences.** Consultant shall supply to the recent innovative projects pertinent to this study and any examples of similar projects in other cities that the consultant was involved with.
 5. **Cost.** A sealed cost estimate should also be provided. Please include:
 - Phase I–III: Lump sum not to exceed \$40,000.
 - Phase IV: Lump sum anticipated \$40,000 pending council approval of 2019 budget.
 - Hourly rate for additional work that may be requested outside the scope of work and for work to be done beyond 2019, if the agreement is extended.

Section 4—Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team may determine a short list of no more than three offerors whose proposals are deemed most qualified.

The evaluation team will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this project. Selection criteria will be based on:

1. Project team key leadership background and applicable project experience (35 points) including:
 - a. Experience with comparable projects.
 - b. Understanding of the project objectives and scope of work.
 - c. Recent, current, and projected workload.
 - d. Knowledge of the local or regional economy.
2. Overall campaign concept/creativity (35 points).
3. References (20 points).

4. Cost effectiveness of cost proposal (10 points).

Upon review of the submitted proposals, the City may short list, and may request to interview the highest ranking Firms as well as provide a product demonstration. Upon completion of the interviews/demonstrations (if necessary), the highest ranking Firm may be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Firm, the City may move to the next highest ranked Firm. The same process will be repeated with the other ranked Firms if no such agreement can be reached. The City reserves the right to not select a Firm as part of this process if an agreement cannot be reached or for any other reason.

4.02 Interviews

If the City hosts interviews, the interview will consist of a 25-minute interview with a presentation by the consultant, a question-and-answer session, and a 5-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the project should participate in the interview.

4.03 Special Conditions

Excluding proprietary information, the proposal and the professional service contract of the consultant awarded and the contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a “Register of Proposals for a Professional Service Contract,” which shall contain the names of offerors who submitted a proposal and the name of the offeror who was awarded the contract; however, the proposals of the submitting offerors not awarded the contract are nonpublic records and will remain confidential.

Section 5—Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror’s proposal. The City’s determination regarding any questions of conflict of interest is final.

5.04 Offeror’s Certification

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

5.06 Special Conditions

The reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City.

The City reserves the right to:

- a. Amend, modify, or withdraw this RFP.
- b. Revise any requirements under this RFP.
- c. Require supplemental statements of information from any responding party.
- d. Extend the deadline for submission of responses hereto.
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f. Waive any nonconformity with this RFP.
- g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm.
- j. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

5.07 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.08 Additional Terms and Conditions

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

5.09 Supplemental Terms and Conditions

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

5.10 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.11 Taxes and Taxpayer Tax Identification

The contractor must provide a valid vendor Tax Identification Number as a provision of the contract.

1. State and Use Taxes:

Work for this project is subject to state sales tax and use taxes on materials and equipment. Said taxes shall be included in the contract price. Refer to Supplementary Conditions for additional information.

2. Contractor's Excise Tax:

Contractor's excise taxes will be due and payable by the proposer to the South Dakota Department of Revenue. To verify collection and reporting requirements, call 605-367-5800.

Section 6—Standard Proposal Information

6.01 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

6.02 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

6.03 Right of Rejection

The City reserves the right to reject any proposals in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Office may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Office may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice others' offers.
- Do not change the meaning or overall scope of the RFP.
- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

6.04 Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Purchasing Office or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

6.05 Contract Negotiation

After final evaluation, the Purchasing Office may negotiate with the Offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City Hall, 224 West Ninth Street, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all costs including its travel and per diem expenses.

6.06 Failure to Negotiate

If the selected Offeror:

Fails to provide the information required to begin negotiations in a timely manner.

Fails to negotiate in good faith.

Indicated it cannot perform the contract with the budgeted funds available for the project.

If the Offeror and the City after a good-faith effort cannot come to terms.

The City may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest-ranked Offeror.

Section 7—Standard Proposal Information

7.01 Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

7.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

7.04 Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls). If any Offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the Offeror in default.