



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL

RFP NO. 12-2010
Environmental Action On-Call Marketing

ISSUE DATE: April 27, 2010

DUE DATE: 4:00 p.m., Thursday, May 13, 2010

CONTACT:
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**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSAL
RFP NO. 12-2010**

ENVIRONMENTAL ACTION ON-CALL MARKETING

Issued: April 27, 2010

The City of Boulder is seeking marketing firms interested in providing services on an as-needed basis that will have the effect of raising awareness and beginning to change the social norms around energy use and waste reduction in the City of Boulder. Services requested include developing campaigns to increase energy efficiency, waste reduction and alternative transportation; recommending appropriate media; and maintaining consistency with the goals of the City of Boulder's Climate Action Plan and Master Plan for Waste Reduction.

In accordance with the specifications of the RFP, sealed proposal will be received in the office of the purchasing coordinator until 4 P.M. Mountain Time, May 13, 2010. Late proposals will not be considered.

A copy of the Request for Proposal (RFP) may be obtained from the city's web site at:

www.bouldercolorado.gov/purchasing

Sealed proposals shall be plainly marked 'RFP No. 12-2010, Environmental Action On-Call Marketing, 4 P.M., May 13, 2010'. Proposals can be mailed to:

Calder Grey
City of Boulder – Purchasing Division
P.O. Box 791
Boulder, Colorado 80306-0791

Hand delivered proposals must be delivered to the office of the Purchasing Coordinator, 1777 Broadway, Boulder, Colorado 80302

Proposals shall be prepared at the bidder's expense and becomes a city record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The lowest responsible and best proposal shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any informality or irregularity contained in said proposal.

City of Boulder, Colorado
A Municipal Corporation

By: _____
For the Director of Finance and Record
Ex-officio City Clerk

PART I: General RFP Information

PROJECT BACKGROUND

The City of Boulder has a goal to reduce greenhouse gas (GHG) emissions to 7 percent below 1990 levels which is 27 percent below current levels. The qualified consultant should be able to develop a campaign that will create public awareness, as well as work to change social norms to value energy efficiency, alternative transportation, recycling, and composting. The campaign needs to provide recognizable and consistent messaging to incorporate all the programs to reduce GHG emissions that are available to Boulder residents in the areas of energy efficiency, alternative transportation, water conservation, and waste reduction.

LEAD stands for Local Environmental Action Division and is part of the City of Boulder's Community Planning and Sustainability department. Many of LEAD's programs are partnerships with other agencies such as Boulder County, the Governor's Energy Office, the Center for Resource Conservation, Eco-Cycle, Western Disposal, and various energy conservation companies. It is often necessary to blend messages from all these sectors to reach our target audiences. The ClimateSmart™ program was originally developed to act as an umbrella for many of these programs that are supported by our partnerships.

PROJECT SCOPE

The Local Environmental Action Division is tasked with providing sustainable strategies for both the residential and commercial sectors of the City of Boulder. The target audience(s) are primarily all residents, employees, and business of Boulder and secondarily, regional commuters in and out of Boulder. The overall objectives and strategies for this marketing contract are as follows:

Objectives:

1. Create demand for energy conservation services, waste reduction programs, alternative transportation and electric vehicle use.
2. Encourage residents and businesses to continuously expand their efforts in sustainable practices.
3. Analyze the ClimateSmart™ brand and make recommendations relating to re-branding, refining the brand, or redefining the brand promise to maximize recognition and effectiveness.
4. Create interactions among messages and materials relating to sustainability.
5. Help design creative and interactive display materials to engage people at community events.

Strategies:

1. Focus on increasing the use of energy efficiency technologies, waste reduction infrastructure, alternative transportation and alternative vehicle fuels including electric vehicles as they become available.
2. Focus on new efforts that motivate people to change behavior in innovative ways.

3. Focus on creating an atmosphere where all messages can be intertwined clearly.
4. Develop messaging/calls to action, collateral, web site, and an overall marketing and communications plan based on barrier identification and target audience priorities.
5. Work with the city business and residential teams to ensure clear and prominent communication of program benefits and financing options.
6. Develop promotional or training toolkit for community leaders to reach their constituents.
7. Develop and oversee an initial launch plan (media plan & schedule, materials, PR story pitches, etc.) for the city's residential and business sustainability programs.
8. Create, oversee, and track metrics for each campaign or initiative.
9. Interface with the City's social mobilization strategy which will build on existing social networks to drive participation in the city's programs.

ITEMS PROVIDED BY CITY OF BOULDER

1. A project manager for the Local Environmental Action Division will be identified.
2. Background materials on Local Environmental Action Division programs.
3. Social mobilization strategies and implementation team to drive participation in programs and provide audiences for collateral and outreach material.

PROCUREMENT SCHEDULE

Note: The city reserves the right to adjust this schedule as necessary.

TENTATIVE SELECTION SCHEDULE

RFP issued	April 22, 2010
Final RFP Questions (if any) Due	May 10, 2010
Final RFP Answers	May 12, 2010
Proposal Responses Due	May 13, 2010
Finalist Interviews (please reserve these dates)...	May 24-28, 2010
Contractor Selection.....	June 4, 2010

PROJECT CONTACT INFORMATION

Upon release of this RFP, all consultant communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other city employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city. Consultants should rely only on written statements issued by the RFP Coordinator.

Name: Project Coordinator
Shireen Miller
Address: City of Boulder
Local Environmental Action Division
P.O. Box 791
1777 Broadway
Boulder, Colorado 80306
Telephone: 303-441-4204
E-mail: millers@bouldercolorado.gov

QUESTIONS REGARDING THE RFP

Interested parties who request clarification of the RFP requirements may submit written questions to the RFP Coordinator at any time up to 4 p.m. (MDT) on May 10th, 2010. Written copies of all questions and answers will be provided to all consultants who have registered via the city's website. An email attachment sent to millers@bouldercolorado.gov is fine. Letters sent via facsimile will be accepted at 720-564-2188.

PART II: Required Proposal Response

PROPOSAL MATERIALS (ENVIRONMENTAL PURCHASING POLICY)

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

The proposal must contain all of the following information, in the same sequence as presented

PROPOSAL CONTENT

below. Each proposal should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP. Please limit length of proposal sections to the maximum pages noted.

1) Cover Letter

A cover letter explaining the design team and the project contact person(s) plus relevant phone numbers. Provide brief background experience, specific to this project, for the principal individuals who will work on this project. Provide a list of the sub-consultants intended to be hired for the project and relevant background experience. Provide a statement of staff time commitment to adhere to the targeted design/construction schedule. (Limit pages to the extent possible.)

2) Project Approach

A concise explanation of the design team's approach to the project is to be given in this section. Please include the following:

- Description of the design team relationships (one page maximum)
- Timeline of project milestones (one page maximum)
- Description of each major task that is anticipated for the project – purpose of task, number of hours required per staff member, and expected end product. (Limit pages to the extent possible.)
- Describe the team's approach to the public facilitation component of the project. Public review is anticipated to be limited to two public meetings. (Limit pages to the extent possible.)
- Describe the team's approach to energy efficiencies, water conservation as well as the identification and evaluation of sustainable building materials and methods. (Limit pages to the extent possible.)
- Describe the products of the schematic design and design development effort. Specifically, what will the city receive to document the process? (One page maximum.)

- Provide the fees for all the services described in the preceding pages, plus fees for additional services if needed. (Limit pages to the extent possible.)
- Form 1.

3) Selection Process and Evaluation Criteria

Agency should provide the City with complete information regarding qualifications. The qualifications should be directed toward development of campaigns that will result in increased awareness and participation in City programs. The ultimate goal is to incite behavior change around energy efficiency, waste reduction and alternative transportation that results in reduced greenhouse gas emissions in the City of Boulder.

Agency should have 3-5 years experience working with public programs. Knowledge in environmental issues is preferred. Agency should have:

- Experience in promoting public interest goals.
- Demonstrated ability to be creative, given budgetary constraints.
- Demonstrated ability to understand and design a workable campaign with the determined goals and objectives of the program.
- Ability to incorporate new trends such as social networking tools and social mobilization techniques to increase effectiveness of campaigns
- Demonstrated ability to communicate a positive, consistent and recognizable message or brand.
- Sensitivity to issues of concern for varied audiences that make up Boulder residents and businesses.
- Graphics/presentation capabilities.

A proposal review committee comprised of representatives from the City of Boulder and others will interview and rate the proposals on the following basis:

Qualification	Measure
Creativity and Approach	Description of approach
Demonstrate qualifications for addressing issues and scope of work	a.) Understanding of project b.) Methodologies for implementation
Qualifications to perform services	Consulting firm attributes
Availability to do work	Compare with time frame of project and workload
Ability to focus on LEAD as a priority client	Motivation
Presentation capabilities	Prior work
Reasonable level of work under proposed budget	References

FORM 1: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Professional Services Boilerplate attached to this RFP, as well as the RFP itself. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

List exceptions here:

Signed,

By: _____

Title

Date

For: _____

APPENDICES

CITY OF BOULDER

CITY OF BOULDER PERSONAL SERVICES CONTRACT

THIS CONTRACT is made this ____ day of _____, 20__ by and between the City of Boulder, Colorado, a Colorado home rule city (“the City”), and _____, (the “Contractor”).

RECITALS

A. The City desires to obtain services during the period from _____ through _____, in connection with the procurement of _____ (the “Project”).

B. The Contractor provides these services to the public and is fully qualified to perform the services needed by the City in connection with the Project.

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. General. The Contractor shall serve as the City’s advisors in connection with the Project and shall advise the City as it reasonably requires during the term of this Contract. As a general matter, they shall communicate with the City about the Project only through _____, who has been assigned by the City to the Project as Project Manager.

B. Specific Duties and Responsibilities. In connection with the Project, the Contractor shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned “Scope of Work,” which consists of ____ pages and is attached hereto and made a part hereof.

C. Documents. All work notes, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the City. The Contractor, upon request by the City, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Contractor shall not provide copies of any material prepared under this Contract to any other party without the prior written consent of the City.

2. SCHEDULE

The Contractor’s services are anticipated to be provided over the course of _____, occurring between _____ and _____. However, it is understood by the parties that at times the actual schedule may differ from what is anticipated. The Contractor agrees to provide its services at such times as are necessary in order to promote the smooth progress of the Project.

3. AMOUNT OF PAYMENTS TO CONTRACTOR

A. Aggregate Limits. Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the City to the Contractor pursuant to this Contract shall not exceed the sum of \$_____.

B. Specific Charges. The Contractor's primary employees who will work on the Project and their billing rates are set forth in Appendix B. The City will pay the Contractor on the basis of its time and direct expenses incurred in order to provide the services required by this Contract. The City shall not pay for the expense of the Contractor's owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Contractor's hourly rates.

C. Inspection of Records. Upon reasonable, advance request, the City may inspect and copy any or all records of the Contractor which would bear on any amounts charged to the City pursuant to this Contract.

4. TIME OF PAYMENTS TO CONTRACTOR

The Contractor shall bill its charges to the City periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

5. CONTRACTOR'S DUTIES

A. Abilities and Best Efforts. The Contractor agrees to use its best efforts. The Contractor shall further the interests of the City according to the City's requirements and procedures, according to the customary professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts. The Contractor agrees that they have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent it from the timely completion of the Project.

C. Limitation on Public Statements and Lobbying Activity. Contractors are retained to provide information and advice to the City that includes confidential data, work product, and other privileged or confidential information. In order to maintain the fact and appearance of absolute objectivity and professionalism, Contractor shall not, without the prior written consent of the City, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any City agency on any pending matter while they are under contract to the City;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the City.

To the extent that the City provides written consent for the disclosure of information or authorizes the making of public statements, the City may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions.

6. INSURANCE

Contractor agrees to procure and maintain in force during the terms of this Contract, at its own cost, the following minimum coverages:

A. Workers' Compensation and Employers' Liability

- a) State of Colorado: Statutory

- b) Applicable Federal: Statutory
- c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- d) Waiver of Subrogation

B. Commercial General Liability

- i. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
- ii. Personal & Advertising Injury Limit \$1,000,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Automobile Liability Limits

The Contractor agrees to provide evidence that the Contractor maintains in their vehicle proof of current liability insurance coverage in compliance with the State of Colorado Motor Vehicle Financial Responsibility Act. The City of Boulder should be named as additional insured. The minimum amount of insurance required by the State is \$25,000 per person and \$50,000 per accident for bodily injury or death and \$15,000 for property damage. The contractor's car insurance is the sole coverage for any casualty or liability claims.

Prior to the execution of this Contract by the City, the Contractor shall forward Certificates of Insurance to Purchasing. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.

All insurance policies (except Workers Compensation) shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto Liability.

The City requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the City.

The City of Boulder reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than A- VI.

Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage.

7. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or admissions of employees or agents of the Contractor or its sub-contractor.

8. INDEPENDENT CONTRACTOR

The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The

Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

9. MISCELLANEOUS PROVISIONS

A. Assignment. The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

B. Termination. This Contract may be terminated by either party if it has been materially breached by the other party and proper notification is tendered. City may, at any time, terminate this Contract, in whole or in part, for its own convenience. City shall pay Contractor for work satisfactorily completed, to the date of termination; The City shall determine the portion of work completed. Notification of intent to terminate this Contract shall be given in writing thirty (30) days prior to the date of termination.

C. No Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

D. Waiver. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

E. Amendments. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

F. Prohibitions on Contracts for Public Services. The Contractor certifies that the Contractor shall comply with the provisions of section 8-17.5-101 et seq., C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

The Contractor represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- a) Notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days

the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this Contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

G. No Multiple Fiscal Year Obligation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Contract, the City's obligations under this Contract are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Contract shall terminate this Contract at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Contractor of any failure to appropriate such adequate monies.

H. Authority to Sign. Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract effective as of the day and year first written.

CONTRACTOR

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

SUBSCRIBED AND SWORN to before me, a notary public, this _____ day of _____, 200__, by
_____ (contractor name) as _____
(contractor title).

Witness my hand and official seal.
My commission expires:

Notary Public

(SEAL)

CITY OF BOULDER

City Manager

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

City Attorney's Office

ATTACHMENTS:
APPENDIX A: SCOPE OF WORK
APPENDIX B: SCHEDULE OF CHARGES

APPENDIX A
SCOPE OF WORK

APPENDIX B
SCHEDULE OF CHARGES