

**Board of Public Utilities
of the
City of Springfield, Missouri**

Email Marketing Program
COMPETITIVE REQUEST FOR PROPOSAL
RFP 0000044392

August, 2015

**Board of Public Utilities
of the
City of Springfield, Missouri**

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**Board of Public Utilities
of the
City of Springfield, Missouri**

EMAIL MARKETING PROGRAM

RFP 0000044392

I. INVITATION TO BID

The Board of Public Utilities of the City of Springfield, Missouri, (City Utilities) invites you to submit a proposal for the work described below. Contract Documents are available online as instructed in *Section B* of this document. Questions should be directed to:

Richard Gardner

Buyer II

(417) 831-8440

(417) 831-8377

Richard.gardner@cityutilities.net

Purchasing Department

City Utilities of Springfield, Missouri

[P] (417) 831-8363

[F] (417) 831-8377

[E] purchasing@cityutilities.net

- OR -

A. RFP REGISTRATION

City Utilities requests that firms interested in this RFP contact the Buyer listed in the previous section and register as a bidder. City Utilities will keep contact information in a log and notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

B. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for **RFP 0000044392**, complete with scope of work and bid form, can be viewed and downloaded by navigating to the following Website and searching by bidding event number or name:

cityutilities.net/bids

or go to

www.cityutilities.net and follow these links:

- Vendors (top of page)
- Bidding Opportunities
- Current Bidding Events & Awards Results
- All CU Bidding Opportunities
- **0000044392**

You will have access to open, print and/or save pdf file(s).

C. SUMMARY SCOPE OF WORK

To perform a residential email marketing program designed to help City Utilities keep its name and services top-of-mind with their utility customers. This program will include the creation of a custom HTML template that can be optimized for both desktop email customers and modern mobile devices. City Utilities will work closely with the vendor in the design and a monthly distribution of content to City Utilities' current email database of approximately 30,000.

D. PROPOSAL OPENING

All proposals, whether mailed or hand delivered, must be in the hands of the Purchasing Agent of City Utilities at the address provided in RFP Section II-F (*Marking and Mailing Proposals*) by the Proposal Opening date and time, which is **September 17, 2015**, at 2:00 PM (CST). Any proposal received after such date and time will be rejected.

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

*** END OF SECTION ***

II. RFP REQUIREMENTS

A. INTERPRETATION TO BIDDER

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, may submit a written request for interpretation. Such requests shall be directed to the CU Purchasing representative identified in this document and directly to the CU Purchasing department at one of the following options:

Purchasing Department
City Utilities of Springfield, Missouri
[P] (417) 831-8363
[F] (417) 831-8377
[E] purchasing@cityutilities.net
301 East Central (65802)
P.O. Box 551
Springfield, MO 65801-0551

Any such interpretation will be made by written addendum. City Utilities will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the proposal and will become a part of the Contract Documents. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

All requests for interpretations must be received in the Purchasing Department no later than **five calendar days prior to the proposal opening date**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

The terms “bid” and “proposal” are synonymous when used in this document. The term “Bidder” may also be referred to as “Proposer”, “Contractor” or “Seller”. “City Utilities of Springfield” may also be referred to as “City Utilities”, “Owner”, “Buyer” or “CU”.

B. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

C. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms from those firms who meet City Utilities requirements and fall within the competitive range as determined by City Utilities. City Utilities reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, City Utilities reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

If City Utilities determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, City Utilities may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

The Board of Public Utilities will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). The Board of Public Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If City Utilities determines that a proposal has failed to meet an acceptable level on any factor listed below, the City Utilities may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, City Utilities will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

- 30% Total Cost
- 70% Adherence to RFP requirements, including responses to Section III-C, *Questions/Requests for Submittals*

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of City Utilities employees, will review the proposals.

D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

E. MARKING AND MAILING PROPOSALS

All bids shall be sealed in an opaque envelope or package that is clearly marked on the outside with the RFP number and opening date/time provided in Section I-E. Proposals are to be addressed to:

City Utilities of Springfield, Missouri
Purchasing Manager
301 East Central (65802)
P.O. Box 551
Springfield, MO 65801-0551

All proposals, whether mailed or hand delivered, must be received by Purchasing at the above address by the date and time stated for the proposal opening. Method of delivery is at the sole discretion and risk of the Contractor. Contractors mailing their proposals should allow sufficient time to insure receipt of their proposals by the date and time specified.

The Contractor's response should include one set of original documents plus two (2) copies. Mark the appropriate copy as "Original" and others as "Copy."

F. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S.Mo, City Utilities may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S.Mo., et seq.) is a public record and will be disclosed upon request.

G. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

H. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for proper estimation of the difficulty or cost of the work. City Utilities assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

I. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5,000 DOLLARS (US)

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Copy of the affidavit can be found and downloaded at CU website;

<http://www.cityutilities.net/purchasing/general.htm>

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

J. INDEMNIFICATION

1. CONTRACTOR shall indemnify and hold harmless CITY UTILITIES and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, caused by any negligent act or omission of CONTRACTOR, any Subcontractor, and anyone for whose acts any of them may be liable. In cases of concurring fault, each party shall bear his share of the loss.
2. In any and all claims against CITY UTILITIES or any of its agents or employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the preceding paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

K. STANDARD BIDDING INSTRUCTIONS AND STANDARD PURCHASE ORDER TERMS AND CONDITIONS

Any order arising from this Bidding Event will be subject to the following **WHICH ARE INCORPORATED HEREIN BY REFERENCE**:

- *City Utilities of Springfield Missouri Standard Bidding Instructions* (Rev 8-2015)
- *City Utilities of Springfield Missouri Standard Purchase Order Terms And Conditions* (Rev 8-2015)

The referenced documents are available at <http://www.cityutilities.net/purchasing/general.htm> or upon request.

L. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There

will not be a BAFO or Request for BAFO if City Utilities accepts the Response to RFP without change. There will be no contract between the parties unless and until City Utilities issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

Change Order—A change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO—The best and final offer of the Contractor that is in response to the Request for BAFO.

Request for BAFO—The document issued by City Utilities that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

*** END OF SECTION ***

A. NAME OF BIDDER:

- B. TO:**
BOARD OF PUBLIC UTILITIES
CITY OF SPRINGFIELD, MISSOURI

The undersigned proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

- Please provide estimated costs and basis for those costs.

Renewal Options

This Contract shall be valid for a period of one year. City Utilities shall have the sole option to extend the Contract in one-year increments, or any portion thereof, for a cumulative period of two additional years.

If exercised, the option shall be executed at the same prices as quoted herein, subject to a maximum percentage of increase, if any, quoted by the vendor below for each applicable option period.

All percentages of increase shall be computed against the previous period.

1st Renewal Period (Year 2): _____% Maximum Increase

2nd Renewal Period (Year 3): % Maximum Increase

NOTE: Failure to enter a percentage shall be interpreted to be a zero percent (0%) increase.

C. QUESTIONS / REQUESTS FOR SUBMITTALS

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. General Company Qualifications

- a. Provide a brief history and general overview of the company.
- b. State the location of the firm's headquarters and location.
- c. Provide information regarding the firm's ownership and qualifications of staff.
- d. List similar projects your organization has completed in the past five years, or is currently working on for a utility company, city, county or other public entity.
- e. Provide a list of references within the last five years and contact information.

2. Project Management Plan & Key Personnel

- B. Provide a description of the process and methodology you would recommend for a successful email newsletter campaign for customers.
- C. Provide a description of the timeline utilized for successful management of email marketing.
- D. Provide the names and titles of individuals who would be involved in this project and descriptions of the roles and responsibilities they will assume.
- E. List any anticipated consultants to be used in the project.

EXCEPTIONS

The undersigned declares that the following list states any and all variations from and exceptions to the requirements of the Request for Proposal and that otherwise it is the intent that the work will be performed strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The Bidder recognizes that City Utilities reserves the right to accept or reject any or all proposals and to waive any technicality or informality therein.

In making this proposal the undersigned has taken into account each provision of all of said Contract Documents and hereby offers this Proposal and agrees to be bound and perform the work according to the terms of the Contract Documents should City Utilities issue a Notice of Award and enter into an Agreement with Bidder.

Firm Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Phone#: _____ Fax #: _____

Email: _____

*** END OF SECTION ***

V. AGREEMENT (SAMPLE)

THIS AGREEMENT made and entered into this _____ day of _____ by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, hereinafter referred to as "City Utilities" and

- A. [to be used if Contractor is a corporation] _____ a corporation organized and existing under the laws of the State of _____ with its principal office and place of business in the City of _____,
- B. [to be used if Contractor is a partnership] _____ a partnership consisting of _____ and _____ of the City of _____,
- C. [to be used by an individual or sole trader] _____ doing business as _____ of the City of _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, City Utilities issued a Request for Proposal and/or a Request for Best and Final Offer and Contractor submitted a proposal and/or a best and final offer (BAFO) to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, City Utilities duly accepted the proposal and awarded a contract therefore to Contractor, based upon said proposal or BAFO,

NOW, THEREFORE, IT IS AGREED,

1. The Contract Documents (as defined in the RFP Requirements) are attached hereto and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties.
2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI

By:

Scott Miller
General Manager

ATTEST: _____

Approved as to Form and Content:

CU Legal Counsel

Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title