

SECTION 1.0 INTRODUCTION

1.1 PURPOSE:

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified vendors to provide special event planning and logistical support for the Oklahoma Department of Environmental Quality (DEQ) and City of Oklahoma City's (City) annual Brownfield Conference in April, 2010. The conference will be from 8 to 5 p.m. at a Hotel to be determined with an evening social event held from 5-8 pm on the evening of the first day of the conference.

1.2 ISSUING OFFICE: The Department of Central Services, Purchasing Division (DCS) issues this RFP on behalf of the Oklahoma Department of Environmental Quality Brownfield Section of the Land Protection Division. All contact regarding this RFP (unless notified otherwise), including vendor's response, is to be directed to the DCS Contracting Officer.

1.3 Vendor shall make no attempt to contact DEQ employees regarding this solicitation prior to contract award. Failure to adhere to this requirement may result in disqualification.

1.4 Any contract resulting from this solicitation shall be administered by the DEQ and shall be issued the DCS.

1.5 All notices required or permitted under the resulting contract or agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail.

SECTION 2.0 STATEMENT OF WORK

The DEQ and the City are hosting the annual Brownfield Conference for government and private sector entities involved in the current and possible future redevelopment projects in the State of Oklahoma.

The awarded vendor will be responsible for special event planning to include creative concepts for a "green" conference, marketing/promotional material, conference room(s) set up and exhibit booth area, arrangements for audio/visual/electronic/computer equipment and operations personnel, production of event, catering, and all other tasks and activities normally associated with a major conference, such as online and onsite registration, event staffing and conference finance. Attendance is anticipated to be between 300 and 500 registrants and exhibitors.

The vendor is required to be on-site at the conference to coordinate set up and to ensure the event runs smoothly. Interested bidders should provide a proposed scope of services and a timeline, with any necessary caveats or limitations based upon the anticipated tasks listed below. The vendor will be responsible for logistical elements of all group movements including safety concerns, ADA compliances, timing requirements, service level, and financial considerations.

2.1 Scope of Services

(a) Pre-conference Activities

- Attend bi-monthly conference planning meetings at DEQ offices or other designated locations and other meetings as necessary.

- Provide a “green” conference. Delineate concepts for utilization of green registration, printing, and the conference hotel.
- Secure contract with hotel for conference rooms, hotel rooms for participants, audio-visual/electronic/computer equipment, and food-beverage services. DEQ prefers that the hotel provide a conference federal lodging rate, non-profit organization rate and corporate rate for hotel guest rooms.
- Assist in the conference branding process and prepare/distribute promotional materials (e.g. save the date flyers, email blasts, sponsor & exhibitor packets, direct mailers, invitations, conference signage, program brochure with sponsor advertisements).
- Design, host and maintain a secure conference registration website.
- Manage all conference revenue and pay all vendors in a timely matter.
- Distribute, via email and regular mail, conference promotional material.
- Prepare name badges and attendee packets, including possible purchase of promotional materials.
- Prepare electronic evaluation forms.
- Aid and assist DEQ in all facets of the selection process of acquiring keynote speakers including but not limited to negotiation, selection, contract, fees and other arrangements.
- Create FTP. Prepare request for bios, photos, other documents and presentation materials from speakers, follow up and obtain requested information in a timely manner and post on E-Tools of the Brownfields Conference interactive website.
- Ensure that speakers’ presentation materials are downloaded in advance onto computers for each session, as appropriate. Make sure speakers’ PowerPoint presentations are in the right order and session.
- Assist in purchase, wrapping and distribution of gifts for speakers in general sessions.
- Coordinate logo requests and conference ads with sponsors and exhibitors for Virtual Tradeshow and other promotional materials.
- Close online registration and prepare for on-site registration from walk-ins. Collect all registration fees and purchase orders from registrants. Prepare invoices for purchase orders.
- Work with the Convention & Visitors Bureau, as necessary.
- Create and provide Run of Show and Scripts, initial introductory music and visual repertoire to begin program and pre-recorded introductions.
- Prepare and print Certificates of Attendance for participants.
- Create and prepare cards for exhibitor signature for drawing of door prize for participants.
- Create conference guide and exhibitors prospectus.
- Provide management reports from time to time to track pre-conference activities and progress.
- Revise all documents from time to time as requested.
- Consult with the Brownfields Section of the Land Protection Division of the DEQ to create a welcoming atmosphere for the Brownfield Conference attendees through exhibit booths and breakout sessions.
- Provide exhibit floor plan and direct setup for the Brownfields Conference.
- Recommend high traffic areas for signage placement. Secure printer for signage. Secure vendor for printing. Signage may include visible table top signs with t-stand in back; large directional signage, signs for table top display with Velcro backing; and signs for podium. All signs must be 4-color process and have foam core backing.
- Provide enough round tables for the opening session and luncheon for 300 – 500 people. Ensure there are enough chairs and tables to seat a maximum of 200 people in breakout

sessions. Provide tablecloths and draping for tables, estimated at 96 3/8" long x 24 3/8" wide x 29" high that will be used as exhibit booths.

- Provide necessary audio/visual/electronic/computer equipment and personnel needed to operate camera and record the Brownfield Conference to be used on DVD if approved by all speakers. Include audio/visual equipment, i.e. sound equipment and speakers; podium with microphone, at least 60' back lit screen or TV for showing video, minimum 8'x8' stage and draping for official welcome and program. This list is not all inclusive and Contractor will submit any additional audio/visual equipment, and pricing he/she believes will enhance this even.
- Provide necessary equipment and personnel needed to webcast the event nationwide via Internet for off-site participants.
- Ensure tables, chairs and microphones for speakers in the general session and breakout sessions. Tables should be set up for a panel even though each speaker may have an individual presentation, much like a symposium.
- Provide catering services, setting up for the event and staffing the catering table. RSVPs will be used to gauge number of attendees to determine amount of finger food, evening social event and tours of Oklahoma City Brownfield sites if determined to be utilized in the program. Provide sample catering menus.
- Provide appropriate decorations, for tables, stage, breakout rooms and welcoming table.
- Suggest general ideas and color theme for the conference.
- Outline any value added services to be provided to the DEQ during the course of the conference.
- Coordinate the online registration for this conference using a secure electronic process that will protect the attendees from identity theft and use of their credit card.
- Assist with the minor redesign of the conference logo, background for webpage, and conference materials. The purpose is to distinguish this conference from prior years' conferences by changes to the logo colors and design.

(b) Conference Activities

- Provide logistical support for conference (e.g. shipping, coordination with hotel staff/exhibitors during event, onsite registration process, audio-visual/electronic / computer assistance, introductory music and visual, food and beverage process)
- Ensure that food and beverage needed for the conference (two continental breakfasts, two mid-morning snacks, two luncheons, two mid-afternoon snacks, and evening social) is provided and replenished by hotel, as necessary.
- Ensure that conference speakers in general sessions are filmed for DVD production.
- Prepare podcast of audio of all speakers in all sessions.
- Provide support for DEQ/City conference planners.

(c) Post-conference Activities

- Reconcile finances and pay all outstanding invoices.
- Tabulate results of evaluation forms and compile results for DEQ and the City.
- Prepare follow up materials for speakers and sponsors, including production of DVD of event.
- Prepare final registration list.
- De-brief with DEQ/City conference planners

SECTION 3.0 RESERVATION OF RIGHTS AND PREFERENCES

- 3.1 DEQ reserves the right of creative control over the project and the right to reject any portion of or all materials produced that do not, in the sole discretion of DEQ, comply with its mission, goals or requirements.
- 3.2 DEQ reserves the right to use vendor's suggestion(s), not use vendor's suggestion(s) or use other suggestions that may meet DEQ's goals. In any event Contractor shall work with DEQ to produce a quality Brownfield Conference.
- 3.3 DEQ prefers the use of a Certified Event Planner for this conference. Preference may be given to MBE -WBE owned businesses as per DEQ utilization policy on behalf of EPA. Preference may be given to vendors or event planners with experience in staging green conferences, Brownfields conferences or national environmental conferences.
- 3.4 DEQ reserves the right to give preference to conference facilities that are brownfields sites.

SECTION 4.0 PROPOSAL PREPARATION AND SUBMISSION

- 4.1 Proposal must include costs to provide the services outlined in this RFP. Vendor is requested to breakdown costs into the following categories: special event planner for creative concepts, theme development, script writing, logistical setup, development/printing of brochure and direct mail materials, printing of signs, conference thematic decorations, centerpieces, table cloths, drapery, staging, video photographer, equipment rental, catering, electronic communications, online registration, and website maintenance.
- 4.4 Each proposal shall consist of one original signed and notarized response and two copies of the completed proposal.
 - Proposal shall be typewritten or printed in ink.
 - A representative authorized to bind the company shall sign the proposal.
 - The person signing the proposal shall initial any changes.
 - Vendors are expected to carefully examine the solicitation, instructions and amendments, if any.
 - Original shall be annotated "Original" and copies shall be annotated "Copy".
- 4.5 All material submitted regarding this RFP becomes the property of Department of Central Services on behalf of DEQ.
- 4.6 If you do not care to submit a proposal, please return the front page, indicating "No Proposal", to the contact person identified on the cover page of this solicitation with your company name, signature and date.
- 4.7 By submitting a proposal, vendor attests to the fact they have examined all instructions, requirements, documents, specifications and standard provisions contained in this RFP.

- 4.8 Any agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any third party expects to be signed, as part of a resulting contract to this RFP, must be included with their proposal response. If agreements are not included they will not become part of the resulting contract.
- 4.9 Vendor must provide three (3) references from jobs of similar size and scope with proposal submittal.
- 4.10 Vendor must provide at least three (3) samples of work from jobs of similar size and scope with proposal submittal.

SECTION 5.0
TERMS OF SOLICITATION

- 5.1 **INCURRED COST:**
DCS shall not be obligated or liable for any cost incurred by vendor prior to issuance of a purchase order. All costs associated with the preparation and submittal of a response to this solicitation shall be borne by the vendor.
- 5.2 **ACCEPTANCE OF RESPONSE CONTENT:**
The contents of the response of the successful vendor shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement may result in cancellation of the award.
- 5.3 **REJECTION OF RESPONSE:**
 - 5.3.1 DEQ reserves the right to reject any or all responses to this solicitation that do not comply with the requirements and specifications of this solicitation.
 - 5.3.2 Failure to furnish all information or to follow the response format requested in this solicitation may disqualify the vendor.
 - 5.3.3 A response may be rejected when the vendor imposes terms or conditions that would modify requirements of the solicitations or limit the vendor's liability to DEQ.
 - 5.3.4 Responses received after the closing date and time shall be deemed non-responsive and shall not be considered for any resultant award.
- 5.4 **SOLICITATION CANCELLATION:**
DEQ reserves the right to cancel this solicitation at any time, without penalty.
- 5.5 **TRAVEL EXPENSES:**
If travel expenses are incurred under this contract it shall be included as part of the overall cost of the contract. You shall adhere to follow the Oklahoma State Travel Reimbursement Act.
- 5.6 **OKLAHOMA STATE EMPLOYEE:**
By responding to this solicitation, vendor certifies the s (he) is not currently a State of Oklahoma employee.

5.7 **FIRM PRICE:**

All prices, costs and conditions shall remain firm and valid for a 60-day period commencing on the date of solicitation closing. This contract shall be a firm-fixed price contract.

5.8 **STATE AND FEDERAL TAXES:**

DEQ is exempt from Oklahoma state sales tax and federal excise tax. Tax exemption confirmation will be furnished upon request.

5.9 **ENTIRE AGREEMENT:**

The solicitation and all accompanying response documents contain the entire agreement (collectively, "Agreement") of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

5.10 **ORAL AGREEMENTS:**

5.10.1 No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the solicitation or resultant contract.

5.10.2 All modifications to this solicitation must be submitted in writing for approval by DCS on behalf of DEQ.

5.11 **APPLICABLE LAW:**

By submitting a response to this solicitation, vendor agrees that the laws of the State of Oklahoma shall govern any resulting agreements with venue and jurisdiction exclusively in the District Court of Oklahoma, Oklahoma County.

5.12 **LIMITATION OF LIABILITY:**

Proposals containing Limitation of Liability clauses limiting vendor liability may be rejected as non-responsive.

5.13 **SOLICITATION AMENDMENT(S):**

5.13.1 Vendor shall acknowledge receipt of any/all amendment(s) to this solicitation.

5.13.2 Amendment acknowledgements may be submitted with the solicitation response or may be forwarded separately.

SECTION 6.0

TERMS OF CONTRACT

6.1 **INSURANCE:**

6.1.1 The successful contractor shall submit certificates of Insurance for coverage showing (1) general liability, (2) workers' compensation and (3) automobile insurance. All policies shall maintain coverage not less than the lawful minimum limits covering contractor's activities, those activities of any and all sub-contractors, and those activities of anyone directly or indirectly employed by contractor or subcontractor or by anyone for whose acts any of them

may be liable. All required coverage shall be maintained in full force and effect during the entire term of this Agreement.

6.1.2 Successful contractor shall provide proof of required insurance within seven (7) calendar days of award of contract or prior to any work being performed on the contract, whichever is earlier.

6.2 **CONTRACT:**

6.2.1 The successful contractor will be required to enter into a formal contract with DCS on behalf of DEQ. The contract will incorporate the solicitation, these Terms of Contract, special provisions (where applicable), published amendments, and the response of the successful contractor to the extent it does not conflict with terms of the contract and terms of the solicitation.

6.2.2 Any contract resulting from this solicitation may not be modified, amended, extended or augmented except through an authorized contract modification executed by the parties hereto and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

6.3 **CONFIDENTIALITY:**

6.3.1 Contractor recognizes that DCS and DEQ has and will have information, business models, and other proprietary information (collectively, "Information"), that is subject to confidentiality by virtue of statute or is a valuable, special and unique asset of DEQ requiring protection from improper disclosure. If such Information is disclosed, contractor agrees that contractor and their employees, agents or sub-contractors, will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without prior written consent of the Executive Director of DEQ. Contractor and their employees, agents or sub-contractors will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement.

6.3.2 The confidentiality provisions of this solicitation shall remain in full force and effect after the termination of the agreement.

6.4 **RELATIONSHIP OF PARTIES:**

The parties understand that the contractor awarded the resulting contract is an independent contractor with respect to the services provided, and not an employee of DEQ. DEQ is not responsible for and will not provide benefits or any obligation at law relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit, for the benefit of the contractor, the contractor's employees or agents.

6.5 **ASSIGNMENT AND DELEGATION:**

Party to any resulting contract may not assign or delegate any portion of the agreement without the prior written consent of the Executive Director of DEQ.

6.6 **EMPLOYEES AND AGENTS:**

Contractor understands that the awarded contractor's employees or agents, if any, who perform services for DEQ under this Agreement shall also be bound by the provisions of this

Agreement. At the request of DEQ, contractor shall provide adequate evidence that such persons are their employees or agents.

6.7 INDEMNIFICATION:

The contractor shall indemnify, save, and hold harmless DEQ, the Board of Directors, its employees, agents, and/or assignees against any and all claims, injuries, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors or assignees arising from or in connection with this contract. This agreement does not waive any immunity or defense DEQ may assert under the Governmental Tort Claims Act, 51 O.S. §§ 151, et seq.

6.8 AUDIT AND RECORDS:

6.8.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All materials and documents relating to the professional services supplied shall become the property of DEQ, the State Auditor and Inspector and the State Purchasing Director.

6.8.2 The successful contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of seven years following completion and/or termination of the contract. If an audit, litigation or other action involving such records is started before the end of the seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later.

6.9 CANCELLATION:

6.9.1 This Agreement shall be in force until expiration date or until 30 days after notice has been given to either party of its desire to terminate the Agreement.

6.9.2 Immediate cancellation shall be administered when violations are found to be an impediment to the function of DEQ and detrimental to its cause, or if funds become unavailable, or when conditions preclude the 30 day notice.

6.9.3 If this Agreement is terminated, DEQ shall be liable only for payment under the payment provisions of this Agreement for supplies and services rendered before the effective date of termination.

6.10 **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

6.11 **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with all other provisions of this Agreement.

6.12 **UNAUTHORIZED OBLIGATION:** At no time during the performance of this contract shall the Contractor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, Contractor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding.

6.13 **INVOICES:**

6.13.1 Contractor agrees to submit invoices for special event planning for Brownfield Conference in arrears. DEQ will pay contractor for services and goods only in arrears.

6.13.2 Invoice shall be submitted:

Oklahoma Department of Environmental Quality
Financial and Human Resources Management
PO Box 1677
Oklahoma City, OK 73101-1677

Each invoice shall identify:

- Purchase order number,
- Date service performed, and
- Nature of work performed

6.13.3 **EXPENSE REIMBURSEMENT:**

Respondent shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from DEQ for any expenditure incurred in the performance of work under this contract.

6.14 **DEVELOPMENT OF INTELLECTUAL PROPERTY:**

Any improvements to Intellectual Property items of DEQ, and any new items of Intellectual Property developed by Contractor (or Contractor's employees, agents or sub-contractors, if any) during the performance of this contract shall be the property of DEQ. Contractor shall sign all documents necessary to perfect the rights of such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.

6.15 **CONTRACT AWARD:**

This proposal shall be awarded on a lowest and best value basis. Evaluation criteria will be based on price, references, samples of work and personal interviews if needed. DEQ would prefer vendor be officed within thirty miles of where the conference is being held.

Signature of Authorized Company Representative

Date

Signature of Director, Administrative Services, DEQ

Date

RECOMMENDED VENDOR BY DEQ:

Brian Ferrell, CMP
Factor 110
414 NW 4th Street, Suite 100
Oklahoma City, OK 73102
(405) 604-0041
www.factor110.com

List of other Vendors the solicitation may be submitted to:

ASE Productions, Inc.
Vendor Number - 0000064058
Attn: Jennifer Anderson
6303 Waterford Boulevard
Suite 260
Oklahoma City, Oklahoma 73118
Phone: 405-843-3020; Fax: 405-842-4042
janderson@aseproductionsinc.com

Event 1 Productions
Attn: Corbin Potter
Vendor Number - 0000013163
1601 S. 129th W. Avenue
Sand Springs, OK 74063
Toll Free (888) 712-8922
Office (918) 245-8006; Fax (918) 245-8007
Kelly@event1inc.net

Eventures
Attn: Mary Ellen Alexander
Vendor Number - 0000216288 Loc 2
PO Box 76559
Oklahoma City, OK 73147
Phone 405-755-3333; fax 405-373-4709
Mea@eventures-inc.com

Faire La Fete
Vendor Number - 0000242307
Attn: Che' Loessberg
Address) - 801 NW 34th, OKC, OK 73118
Phone (405) 410-6259 themontgomery@coxinet.net
Fax Number 405- 236-2448 Attention - Che

Oak Tree Country Club

Attn. Velma Stewart or Talia
Vendor Number - 000013536
700 West Country Club Drive
Edmond, OK 73003
Phone (405) 340-1010; Fax Number 405 - 348-9130
talía.prather@oaktreec.net

PDC Productions

Vendor Number - -0000205062
Attention: Patrick Boylan
3217 North Flood Avenue
Norman, Oklahoma 73069
Tel 405.360.5130; Fax 405.360.0524
janderson@pdcproductions.com

Winners Circle

Attn. Jane Anderson
Vendor Number - 0000240954
3217 North Flood Ave
Norman, OK 73069-8241
Phone 405-360-1084; Fax 405-360-0524
janderson@pdcproductions.com

Jones Public Relations, Inc.

Attn: Brenda Jones
Vendor Number - -0000251791
228 Robert S. Kerr, Suite 500
Oklahoma City, OK 73102
Phone 405-516-9686; Fax 405516-9685
Brenda@jonesprinc.com

Marianne's

Contact: Jennifer
Vendor Number - 0000073972
225 W. Britton Road
Oklahoma City, OK, 73114
Phone (405)751-3100; FAX: (405)752-9688
Jennifer@mariannesrentals.com