Marketing and Promotions Development for Joplin Regional Recycling Outreach Program, a Grant Award Project of Environmental Protection Administration (EPA)

Request for Proposals
for
Marketing and Promotions Development
Request for Proposal #2025-RFP-20

Issued on: June 6, 2025

Proposal Responses Due: 2 P.M., July 11, 2025

City of Joplin – City Hall, 2nd Floor

Attention: Tony Robyn

Assistant City Manager

trobyn@joplinmo.org

602 S Main Street, Joplin, MO 64801

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Section I
Executive Summary

Invitation
Written proposals subject to the conditions herein stated and attached hereto, will be received at:

602 S. Main, Joplin, MO 64801, 2nd Floor
July 11, 2025 by 2:00 p.m. Central Time

For providing the services as described below for the City of Joplin (The City).

Background
The Joplin Regional Recycling Outreach project is a three-year campaign focused on further expanding recycling awareness and encouraging behavioral changes through educational programs. This project is funded by a 3-year federal grant from the Environmental Protection Program.

After a comprehensive analysis it was determined that members of the community may not be familiar with how to recycle, what to recycle, or where to recycle - which is believed to be reasoning for limited success and is reflective of the conclusion published by the Environmental Protection Agency.

In 2024, the City of Joplin's team of staff, partners, and stakeholders contracted with Burns & McDonnell to develop evidence-based public outreach concepts and strategies for various channels for advertisements: television, radio, billboards, newspapers, digital media platforms, brochures, and door hangers. This request for proposals is for a marketing and design firm to take these concepts and develop a complete marketing campaign to include a variety of print, digital, and video marketing assets/materials/deliverables. The marketing firm shall also conduct media planning and buying on behalf of the City and partners.

By the end of year two, all five census tracts designated as historically disadvantaged communities as well as the surrounding areas are forecasted to have experienced a significant increase in awareness about recycling practices and assisted the growth of positive outcomes for materials management through behavioral changes.

Purpose
The purpose of this RFP is to select a firm that will be a partner with the City Marketing and Communications team and Burns and McDonnell in developing marketing media products and assist in the implementation effort for the recycling outreach marketing and promotion program, including placements for the advertising campaign. The firm selected will assist the City and Burns McDonnell in expending the budgeted amount allotted for the marketing campaign as listed below.

The City of Joplin is requesting written proposals to develop, plan and distribute the marketing and promotion materials for the approved project described above. It is anticipated that the timeline for these services will be approximately twenty (20) months; this includes planning, design, development, and implementation of media materials and ad campaign. The City will be responsible for reporting to the granting entity regarding expenses incurred for purchasing content and materials developed for the campaign, as well as ad placement expenses, therefore, the firm must be able to provide thorough documentation of all such expenses to the

City in the format to be requested by the City. Firms must be collaborative and willing to take direction from City staff and work closely with our Burns & McDonnell partner. The winning firm will ensure for their part full compliance with any relevant required regulations pursuant to EPA regulations. For more information on evaluation criteria, please refer to section four, Evaluation.

The Joplin Regional Recycling Outreach project, through these created marketing materials, will encourage the collection of recycled materials that are sold to an existing or developing market and (1) inform the public about residential or community recycling programs; (2) provide information about the recycled materials that are accepted as part of a residential or community recycling program that provides for the separate collection of residential solid waste from recycled material; and (3) increase collection rates and decrease contamination in residential and community recycling programs.

The City will have a Recycling Education and Outreach Plan that outlines the specific messaging, communication strategies, content, budget, and schedule. The selected firm will be supporting the implementation of the Plan in partnership with the City and Burns & McDonnell.

A significant portion of this effort will be education, promotion, and awareness with citizens and key stakeholders like Joplin Schools, Higher Education Institutions, Homeless Coalition and clients, Solid Waste Advisory Commission, local non-profits, and environmental groups.

Bidding firms must have a thorough understanding of Environmental Protection Agency Programs, the awarded REO grant, with preferred experience in similar projects and/or solid waste planning, recycling, waste reduction, and education.

The City seeks to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal.

Marketing Budget

The City has generally budgeted for the following expenses to be included in this marketing campaign:

- $900,000 for Television Advertising
- $240,000 for Radio Advertising
- $195,000 for Billboard Advertising
- $15,000 for Newspaper Advertising
- $50,000 for Digital Media Advertising
- $30,000 for Recycling Brochures
- $105,000 for Toolkits for Schools
- $15,000 for Door Hangers

Total Marketing Budget: $1,550,000.00

All marketing assets/materials/deliverables should be developed within these budgets, with sufficient budget remaining to place the ads to a degree to ensure program success as measured by fulfillment of the marketing, education, and outreach plan. Ad placements should reach strategically targeted audiences with sufficient repetition as to effectively influence changes in behavior towards the goals identified in the 2025 findings by Burns and McDonnell. Key messages shall be developed in collaboration with the City and Burns and McDonnell, and will build upon recommendations to be provided by Burns and McDonnell.

Section II

General Instructions

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Joplin City Hall
Tony Robyn
602 S. Main Street, 2nd Floor
Joplin, Missouri, 64801 **mailto: trobyn@joplinmo.org**

Respondents shall restrict all contact with the City and direct all questions in writing regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	June 6, 2025
Deadline for Final Questions	June 27, 2025
City Responses to Submitted Questions	July 3, 2025
Proposal Submission Deadline	July 11, 2025
Interviews if needed and Selection	July 14-18, 2025
Contract Finalization	August 1, 2025
Anticipated Council Meeting to Award	August 11, 2025

Brevity
Qualifications shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Excessive information will not be considered favorably.

Addenda and Revisions
All questions and inquiries must be submitted to the City Point of Contact, Tony Robyn, trobyn@joplinmo.org by June 21, 2024.

Questions should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number, section title, and question number (if applicable) to which it relates.

One comprehensive response to all submitted questions will be publicly released as an addendum to the RFP and distributed to firms that submitted questions, inquiries, or clarifications.

All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate the addenda in its Responses.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any

other form, including oral statements, will not be binding on the City and should not be relied upon in preparing its Responses.

Any additional information, including addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Respondents may check the website regularly, sign up to receive notifications, or reach out to the point of contact and request to be added to the addenda distribution list.

Submission Requirements

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the Responses; however, it is essential to reference the page number and question number.

The Respondent shall submit by mail:

1. One (1) original with (3) identical copies of the Response in print
   a. Response shall be a maximum of twenty (20) printed pages
   b. The cover, table of contents, divider sheets, resume/CVs, and Submission Form do not count as printed pages
   c. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted below and mailed; no email submissions are accepted
   d. The package must clearly identify the submittal deadline and that the response is for the Marketing and Promotion Development Services of the Joplin Regional Recycling Outreach Program Request for Proposal #2025-RFP-xx
   e. No 3-ring binders please
2. One (1) PDF copy provided on USB drive
3. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM"
4. No electronic submissions will be accepted

Sealed hard copy packets must be submitted to:

Joplin City Hall
2nd Floor, Attn: Tony Robyn
602 S. Main Street
Joplin, MO 64801
8:00am-5:00pm Monday – Friday

of delivery deadline date

Deadline for Submission of Interest
The Respondent will submit its Responses at the location above by the time described below:

2:00 PM, Friday
July 11, 2025

RFPs received after this time and date will not be considered.

Properly submitted Reponses by the Respondents will not be returned. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

Section III
Joplin Regional Recycling Outreach Program
Grant Award Project of
Environmental Protection Administration (EPA)

Project Scope

General Statement

The City of Joplin requests marketing and promotions proposals from qualified organizations for planning, development, and placement of various media and marketing materials for the Joplin Regional Recycling Outreach Program. The firm shall work with the City of Joplin and Burns and McDonnell program partner to plan and develop the program materials as outlined below. The firm shall also develop a plan for campaign distribution and conduct all media buying activity on behalf of the City, providing documentation of all ad-buying expenses to enable the City to report program expenditures accurately.

The City expects the winning respondent to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all proposal submittals.

Scope of Services

Program Planning

- Review Joplin Recycling Education and Outreach grant award and objectives.
- Review Burns and McDonnell findings on City recycling program.
- The elements of this project to be developed include but are not limited to:
    a) public service announcements;
    b) door-to-door education and outreach campaign materials;
    c) social media and digital outreach graphics, videos, and ad materials;
    d) an advertising campaign plan for materials on recycling awareness;
    e) marketing products from the design and development of Burns and McDonnell concepts:
        (i) toolkit for a municipal and commercial recycling program;
        (ii) the importance of quality materials in the recycling stream;
        (iii) the economic and environmental benefits of recycling; and
        (iv) information on what happens to materials after the materials are placed into a residential or community recycling program; businesses recycling outreach; bin, cart, and other receptacle labeling and signs; community recycling ambassador education programs or training of trainer programs; and/or other education and outreach activities to improve waste prevention, reuse and recycling and reduce contamination, such as evaluations and

evidence-based messaging and strategies associated with preventing or reducing waste and improving reuse, repair, refurbish and remanufacture of materials.

Deliverables

- Various marketing ads and media assets for promotion to increase recycling efforts and awareness.
- All created educational materials in a digital format that can be edited and replaced going forward; all products will be the property of the City of Joplin.
- Implementation strategies for all educational content developed as part of this project.
- Advertising campaign media placement plan, to be followed by reporting to show execution of the plan (to include receipts and relevant documentation for each ad placement).

Timeliness

- Complete the scope of services within the approved timeline, which is anticipated to cover no more than two months for development and the balance of time for actual implementation.
- Bi-weekly reporting of program development activities for the Recycling Program Grant

Meetings

- Attend required meetings with Burns and McDonnell partner and the City of Joplin.

Section IV

Evaluation

Qualifications of Respondents

For consideration, proposals must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed services included elsewhere in this solicitation.

Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the development or marketing and promotion materials of the Joplin Regional Recycling Outreach and Implementation Plan.

The Respondent may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, programmatic understanding, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Respondent may also be required to give a past complete history and additional references in order to satisfy the City in regard to the Respondent's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose in a timely manner.

The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Scoring of Proposals

Scoring will emphasize related experience, management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in timely manner.

Company Profile: (10 Points)

Respondents must provide a listing of all personnel who will be assigned to this project. If the Respondent will need to hire additional staff to satisfy this engagement, please briefly elaborate with a tentative plan of action.

Please include an explanation of each person's area of responsibility, years of related experience, geographic location, and the resume or CV for each professional assigned to this project. Please attach an organizational chart to include any associated decision-makers that will or may have a role in the proposal or project management process.

Experience: (25 Points)

Respondent must provide three (3) examples of directly relatable experience corresponding to the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to similar type projects.

Approach Strategy: (25 Points)

Please describe in detail the proposed methodology for this project. Scoring will emphasize the

project approach, proven implementation, and/or management strategies by the team, including community and stakeholder engagement.

References: (10 Points)

Please include at least three references for similar type projects. Scoring will emphasize quality of references as well as the quality of performance of previous contracts or services.

Cost Proposal: (30 Points)

Please provide a cost proposal to accomplish the scope of work set forth in this request for proposals.

Selection

The evaluation of the Responses shall be based on the requirements described in this RFP. A selection committee made up of qualified City staff shall review, evaluate, and rank all properly submitted responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

The City will reserve the right to include an interview with the Respondent if the City deems it necessary to aid in the ranking process. If needed, the City will contact those Respondents with the top ranked proposals, and each will be required to meet with the selection team where the proposals will be reviewed in depth.

After the selection process, the Selection Committee will contact the Respondent that best meets the City's needs and finalize a contract to present to City Council for approval. Final authority of the selection ultimately lies with the Joplin City Council.

Section V

General Information and Requirements

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 90 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE

Please state how your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin, and/or their agents.

No Lobbying

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process or grant program.

Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

City's Reservation of Rights

The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology

By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs

The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option. Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government. Respondents must be registered at SAM.GOV to be eligible.

Stylistic Considerations
The City's official font is Tahoma. The official color palette is RGB: Regal Blue 18 58 84, Blue Lagoon 0 91 130, Storm Dust 95 95 93, Wasabi, 131 162 38, Buttered Rum 209 177 14, Rust 191 80 11.

Rejection
The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFP when deemed to be in City's best interest.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2025-RFP-xx

Company

_____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any

competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ____day of

_____.

BY:

Signature Date:_____

Name (Printed):

_____

Title: _____

Signature:

_____

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official_

Date_____

AGREEMENT EXAMPLE
FOR MARKETING AND PROMOTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of July, 2025, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, a Missouri Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain professional Marketing and Promotions Development for Joplin Regional Recycling Outreach Program for a marketing and design firm to take these concepts and develop a complete marketing campaign to include a variety of print, digital, and video marketing assets/materials/deliverables. The marketing firm shall also conduct media planning and buying on behalf of the City, as described in City's Request for Proposal, 2025-RFP-20 attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as professional graphics and designer services provider for up to a 20 months period.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the services set forth in Exhibits A and B for work authorized by City upon presentation of proper monthly invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant per hour for design and installation of designed materials as follows:

The City has budgeted for the following expenses to be included in the marketing campaign:

- $900,000 for Television Advertising
- $240,000 for Radio Advertising
- $195,000 for Billboard Advertising
- $15,000 for Newspaper Advertising
- $50,000 for Digital Media Advertising
- $30,000 for Recycling Brochures
- $105,000 for Toolkits for Schools
- $15,000 for Door Hangers

Total Marketing Budget: $1,550,000.00

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's

fees and expenses. In no event shall City be liable for the Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Consultant
ATTN: City Attorney	_____
602 S. Main St.	_____
Joplin, MO 64801	_____

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver,

modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	CONSULTANT
_____	_____
Nick Edwards, City Manager or Asst. City Manager	By: Its: authorized signatory

Approved as to Form:

_____
Peter Edwards, City Attorney