

TOWN OF PLYMOUTH  
PROCUREMENT DIVISION  
11 LINCOLN STREET  
PLYMOUTH, MASSACHUSETTS 02360

**REQUEST FOR PROPOSALS 21548, TOURISM PROMOTION**

Issued: December 7, 2015  
Due: December 24, 2015, at 11:00 a.m.

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Request For Proposal	
Invitation	5
General Conditions	5
Contract Period	6
Rule for Award	6
Background	6
Specifications	6
Evaluation Criteria	8
Miscellaneous Articles	9
Sample Owner/Contractor Agreement	12
Bid Forms	

THIS PAGE INTENTIONALLY LEFT BLANK

TOWN OF PLYMOUTH  
11 Lincoln Street  
Plymouth, Massachusetts 02360

December 7, 2015

REQUEST FOR PROPOSALS 21548

**A. INVITATION**

Proposals are requested by the Town of Plymouth for the development and production of a tourism promotions program.

The RFP is available electronically online by registering at <http://www.plymouth-ma.gov/current-bids>.

Proposals are to be submitted by 11:00 a.m., Thursday, December 24, 2015. Postmarks will not be considered. Proposers must submit separate non-price (technical) and price proposals. One (1) unbound signed original, ten (10) hard copies, and one (1) single-file electronic version (In Adobe Acrobat format on a CD-ROM) of the non-price proposal must be submitted in a sealed envelope indicating the proposer's name and address and clearly marked in the lower left hand corner:

Tourism Promotion  
Non-Price Proposal 21548

One (1) hard copy and one (1) single-file electronic version of the price proposal must be submitted in a sealed envelope which indicates the proposer's name and address and clearly marked in the lower left hand corner:

Tourism Promotion  
Price Proposal 21548

All proposals must be submitted as described above upon forms furnished by the Procurement Division. Proposals submitted on any other form will not be accepted as valid.

**B. GENERAL CONDITIONS**

1. The successful proposer shall comply with all applicable federal, state and local laws and regulations.
2. Verbal orders are not binding on the Town and work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.

3. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities may be rejected. More than one proposal from the same proposer will not be considered.

4. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening proposals.

5. The Town reserves the right to require samples of materials to be used.

6. The Town reserves the right to set any management policies necessary to protect the Town's interests as it pertains to the Tourism Promotion Program, and to require periodical reports, reviews, and updates to ensure conformance to the terms and the conditions of the contract.

**C. CONTRACT PERIOD**

The contract shall be for the period July 1, 2016, through June 30, 2019, subject to the continued availability of funds in each of the fiscal years.

**D. RULE FOR AWARD**

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

**E. BACKGROUND**

The Town of Plymouth seeks proposals for the purpose of the development, production, and distribution of a tourism promotions program from applicants that have the ability, knowledge, and expertise to provide these services. The Town of Plymouth Tourism Promotion Fund is part of the Town's Home Rule approved by the Massachusetts Legislature in 1993. Partial funding with public money will be budgeted for each of the three fiscal years covered under this contract. These funds are appropriated by Town Meeting at the Annual Town Meeting. The successful proposer shall receive no additional funding from the Town for special events, fundraisers, or other matters not directly related to this contract.

**F. SPECIFICATIONS**

The following services will be required of the successful proposer:

1. Identification of visitor markets that should be addressed by a

comprehensive promotional program that includes, but is not limited to, cost effective strategies of advertising and promotion;

2. Develop and produce a multi media image campaign that will include, but not be limited to:
  - Calendar of Events insert to be produced twice annually (spring/summer edition, and fall & holidays edition)
  - Public service announcement (PSA) for radio, 30-second spot, to be used within print media market, representative of the three distinct seasons (spring, summer, fall)
  - Television Advertising, 30-second spot, to be used within expanded northeast cable outlets region, representative of the three distinct seasons (spring, summer, fall)
  - Printing and distribution of not less than 125,000 local fulfillment and visitor promotional pieces (i.e. local activity guide, local dining guide, etc.) for the Town
  - Creation and maintenance of an up-to-date promotional website
  - To generate awareness, interest and excitement for Plymouth's 400<sup>th</sup> anniversary in 2020, the successful proposer shall submit a marketing program for Plymouth's 400<sup>th</sup> anniversary celebrations that at a minimum shall include: the branding all written and electronic advertising with the 400<sup>th</sup> anniversary logo; in all promotional material, an invitation to come celebrate Plymouth's 400<sup>th</sup> anniversary in 2020; and the marketing of events that lead up to the 400<sup>th</sup> anniversary
  - Other collateral pieces as proposed by successful proposer
3. The successful proposer will be responsible for the production and distribution costs associated with the proposed media campaign.
4. The successful proposer will be responsible for providing certification of distribution.
5. The successful proposer will be responsible for all costs associated with distribution and mailings.
6. The successful proposer will be responsible for the submission of all contract deliverables, media relations, efforts, and public events associated with the visitor industry of which the proposer is involved to the Visitor Services Board for review, comment, and approval prior to the actual performance of same. The Town reserves the right of review for all contract deliverables at the earliest possible initial draft and the final draft development stages.
7. The successful proposer will be responsible for the inclusion of the Town Visitor Information phone numbers in all printed, radio,

and TV advertising and promotional materials and for the cost of these phone lines. Said phone numbers are pre-established as (508) 747-7525 and (800) USA 1620. The "800" number is the primary number for inclusion in above-noted promotional materials. Upon notification of the Visitor Services Board, the proposer shall prepare and implement a link to the Town's website.

8. The proposer must provide evidence of financial, creative, and management capacity to perform as a provider of promotional services to a public organization.
9. The proposer must provide a detailed plan for the marketing of the Town as a visitor destination. Said plan should include the following:
  - overall strategic plan
  - identification of target markets
  - advertising plan, including proposed media schedule
  - project timeline
10. The proposer must submit three (3) credit/financial references for the organization including name, address, and telephone number.
11. The proposer must submit a list of key personnel associated with the program including name, title, project responsibilities, and resumes. If the proposal includes more than one entity, name the separate organizations, partnerships, or individual's d/b/a which comprise the team, and identify the contract task(s) for which these partners, or sub-contractual participants are responsible.

## **G. EVALUATION CRITERIA**

All non-price (technical) proposals will be evaluated based upon two sets of criteria - minimum and comparative. Each proposal must address each of the points under the minimum and comparative evaluation criteria.

### **1. MINIMUM EVALUATION CRITERIA**

Each proposal must meet all the following criteria in order to be considered for further evaluation:

- a. the proposer must be a lawfully established for profit or non-profit corporation. A list of all Board of Directors members, including addresses, company affiliations, telephone numbers, and position (Chair, Vice Chair, etc.) must be included;
- b. the proposer must have demonstrated experience in providing the services described in the Specifications. Please provide at least three references that attest to the proposer's performance. Proposals shall include the name, address, telephone number, and contact person of reference.

### **2. COMPARATIVE EVALUATION CRITERIA**

The following ratings will be used to measure the relative merits of each proposal which has met the Minimum Evaluation Criteria established above. Those proposals that do not meet the Minimum Criteria will be judged Unacceptable.

Highly Advantageous - Proposal excels on a specific criterion;

Advantageous - Proposal fully meets the evaluation standard which has been specified;

Not Advantageous - Proposal does not fully meet the evaluation standard, is unclear and/or incomplete.

The criteria to be used for comparative purposes are the following:

		Highly Advantageous	Advantageous	Not Advantageous
1	Number of tourism clients/projects	5 or more	2-4	Less than 2
2	Creative and marketing team experience and diversity of knowledge and experience	Over 3 years	1-3 years	Less than 1 year
3	Demonstrated creativity	Significant Experience	Experience	Inexperience
4	Technical strength of marketing plan	Significant Experience	Experience	Inexperience
5	Public presentation skills	Significant Experience	Experience	Inexperience
6	Demonstrated ability to work as part of public/private partnership	Over 3 years	1-3 years	Less than 1 year

**H. MISCELLANEOUS ARTICLES**

1. Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107 if you have questions regarding the proposal process, and Denis Hanks, Office of Economic Development, at 508-747-1620 ext. 145 if you have any questions regarding these specifications.

2. Except as hereinafter expressed provided, once a proposal is submitted and received by the Town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after

the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the Town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the Town notifies the proposer in writing that his proposal is rejected or that the Town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

3. The Contractor shall maintain insurance for work under this proposal sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:

- a) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
- b) Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town should be named as an "Additional Insured".
- c) Workers' Compensation Insurance as required by law.
- d) Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000/aggregate (minimum recommended limits - Town may want to go with higher limits due to possible pollution exposure). The Town should be named as an Additional Insured.
- e) Waiver of Subrogation Language will be deleted in its entirety from any contract the Town enters into.

4. The Contractor shall deposit with the Town evidence of such insurance prior to the commencement of this proposal. All policies shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town shall be designated as a co-insured on all such policies.

5. **Indemnification:** The Successful Proposer shall, to the maximum extent permitted by law, and in addition to all other rights and remedies available to the Town, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the acts and omissions of the Successful Proposer, its employees, agents, sub-contractors, material men, licensees or invitees. The existence of insurance shall in no way limit the scope of this indemnification obligation. The Successful Proposer further agrees to reimburse the Town of Plymouth for damage to its property caused by the Successful Proposer, its employees, agents, sub-contractors, material men, invitees, and licensees, including damages caused by the use of faulty, defective or unsuitable material or equipment.

6. **Governing Law; Venue:** All contracts entered into by the Town shall be governed by the Laws of the State of Massachusetts. Any disputes shall be resolved solely within the state courts of Massachusetts located in Plymouth County.

SAMPLE AGREEMENT

This Agreement made this the (day) of (month), (year), by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and (Vendor), a (state) corporation, with an office at (address), hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall develop and produce a tourism promotion program, in accordance with the specifications and upon the terms of Proposal 21548 and the prices as submitted by the CONTRACTOR.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. The Terms of this Agreement shall expire on June 30, 2019.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Proposal 21548, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.

7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

THIS PAGE INTENTIONALLY LEFT BLANK

---

NAME OF PROPOSER

Prices must be submitted on this form table and submitted in a sealed envelope separate from the non-price (technical) proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposal to:

Procurement Division  
ATTN: Procurement Officer  
Town Office Building  
11 Lincoln St  
Plymouth MA 02360

**Technical proposals and price proposals must be received by 11:00 a.m., Thursday, December 24, 2015.** Postmarks will not be considered. All offers are subject to Specifications 21548. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

The undersigned proposer hereby certifies, under the pains and penalties of perjury, the following:

This proposal is in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

It has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

TOURISM PROMOTION SERVICES, as specified

YEAR 1 - 7/1/16-6/30/17 \$ \_\_\_\_\_  
YEAR 2 - 7/1/17-6/30/18 \$ \_\_\_\_\_  
YEAR 3 - 7/1/18-6/30/19 \$ \_\_\_\_\_

THREE-YEAR AGGREGATE PRICE \$ \_\_\_\_\_

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDUM(A) \_\_\_\_\_\*  
\*To be filled in by proposer if addenda are issued

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the Specifications 21548 for the prices stated.

OFFEROR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

PHONE \_\_\_\_\_

\_\_\_\_\_  
Date Offered

FAX \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

TAX I.D. NUMBER \_\_\_\_\_

TOWN OF PLYMOUTH  
REFERENCES OF PROPOSER

By signing this page, the proposer certifies that he/she has a minimum of three years experience in performing work of this nature.

Please also provide the names, addresses and telephone numbers of at least three reference, including any municipalities, for which the proposer has provided this type of work within the last three years.

REFERENCES:

---

---

---

---

---

Signed:

\_\_\_\_\_  
Name of Person Authorized to Sign for the Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DELEGATION OF AUTHORITY**

At a meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ duly called and held on \_\_\_\_\_  
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That \_\_\_\_\_  
(Name of Individual)

the \_\_\_\_\_ of the Corporation, hereby is authorized  
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)

and not otherwise.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:** This form must be completed if the contractor is a corporation.