

Contracts and Procurement Department

1526 East Forrest Avenue, Suite 400 East Point, Georgia 30344 Telephone: 404.270.7138 Fax: 404.270.7824 www.eastpointcity.org

DATE: May 7, 2014

TO: All Prospective Service Providers

FROM: Contracts and Procurement Division

RE: RFP No. 2014-1515 - Contract for the Services of a Professional

Destination Marketing Organization (DMO) for the City of East Point,

Georgia

Greetings,

The City of East Point, Georgia (hereafter referred to as "the City"), is soliciting sealed proposals from experienced and qualified Prospective Service Providers who are interested in entering into a contract to provide the City and its citizens Professional Destination Marketing Organization Services (hereafter referred to as "the DMO"), as defined in **Section 48-13-51(a)(5.1) of OCGA**, to promote and market the City as a destination for tourism and conventions of trade. The Prospective Service Provider must be able to demonstrate a record of reliability, fiscal responsibility and verifiable experience in destination marketing (Current staff leadership must have at least five years' experience in a Destination Marketing Organization.)

The Selected Service Provider must be an eligible **Destination Marketing Organization (DMO)** or a **Convention and Visitors Bureau (CVB)** that is defined as a Destination Marketing Organization (DMO) or a Convention and Visitors Bureau (CVB) and is a **Private Sector, Non-Profit 501(c)6 Organization**, compliant with the terms of **Section 48-13-51(a)(5.1)** of **OCGA**, and whose mission is to promote their clients as destinations for tourism, conventions and trade shows.

The Selected Service Provider shall serve as an economic catalyst by marketing and promoting the City as a destination and by creating vibrant growth in East Point's local economy through sustainable tourism that shall position and sell the community worldwide, in partnership with the public and private sector, as a premier destination for conventions, trade shows, corporate meetings, business travel, group tours, special events and individual leisure travel. This includes assisting the businesses and organizations that comprise the tourism industry of the community in successfully promoting their products and services to these visitors.

Completed, notarized **E-Verify Affidavits** for the Provider, their proposed Subcontractors and proposed Sub-subcontractors (all tiers) must also be submitted with your RFP response in order to participate in the solicitation.

In addition, the Provider recommended by the Requesting Department for award shall be required to submit a completed, notarized **S.A.V.E. Affidavit** prior to receiving Contract award from the City Council.

Any and all goods and / or services rendered by the Selected Provider(s) pursuant to this solicitation or any resultant contract(s) and / or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations. If requested to do so by the City, the Selected Provider(s) <u>must</u> provide references and assurances to the City that confirms their abilities and capabilities to meet the requirements, terms and conditions of any resultant contract award(s).

Specifics regarding the City's solicitation terms and conditions and the City's requirements and expectations are contained herein.

***** END OF INVITATION TO PARTICIPATE *****

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Contract for the Services of a Professional Destination Marketing Organization (DMO)
Invitation to Participate
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PART I. SOLICITATION TERMS AND CONDITIONS

1.0 EXAMINATION OF RFP DOCUMENTATION

1.1 Prospective Service Providers shall carefully review the solicitation documents and shall promptly notify the **City of East Point's Contracts and Procurement Department**, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications or errors that may be discovered upon examination of the documents. The Contracts and Procurement Department may be contacted by email at **dray@eastpointcity.org** or by fax at 404-270-7824. All correspondence must reference the applicable RFP Number and be as specific as possible in describing the page number, location and manner of the suspected ambiguity, inconsistency, restrictive specification or error. If communication with the City is achieved via facsimile, please include a cover sheet to ensure proper receipt of correspondence by the Contracts and Procurement Department.

2.0 PARTICIPATE IN A MANDATORY PRE-BID CONFERENCE

- **2.1** All Prospective Providers must participate in a pre-bid conference prior to submitting a bid.
- **2.2** A mandatory Pre-Bid Conference shall be held promptly at 10:00 A.M. on Thursday, May 15, 2014. Prospective Providers shall meet at 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344. Those who arrive late shall NOT be admitted to the Pre-Bid Conference and shall be excluded from participating in this solicitation.

3.0 E-VERIFY AND S.A.V.E. AFFIDAVITS

- **Solicitation** 3.1 E-Verify Affidavits This solicitation is subject to the Georgia Security and Immigration Compliance Act. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, as amended by 2011 House Bill 67, Prospective Providers are hereby notified that all solicitations for services or work that is to be physically performed within the State of Georgia must be accompanied by proof of the Prospective Provider's registration, the registration of their proposed Subcontractor(s) (if any), and the registration of their proposed Sub-subcontractors (if any) with the E-Verify Program, as well as attestation to each party's continuing and future participation in the E-Verify Program as established by the United States Department of Homeland Security.
 - 3.1.1 In order to ensure complete compliance with the new laws / regulations, the City has made a determination to require proof of participation in the <u>E-Verify Program</u> from all Prospective Providers, all of a Provider's proposed Subcontractor(s) (if any), and all of a Provider's proposed Sub-subcontractor(s) (if any). Completed, notified <u>E-Verify Affidavits</u> must be submitted, at the time of the solicitation response, under separate cover (in a separate envelope), and placed within the Prospective Provider's submittal package. This envelope must be clearly and indelibly marked on the outside <u>"E-Verify Documentation Enclosed"</u>, and shall be opened to verify the Prospective Provider's full compliance to the <u>E-Verify Program PRIOR</u> to the actual opening of the Provider's solicitation response. Prospective

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Providers must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit. Under Georgia law, the City of East Point cannot provide award consideration to any bid response which does not include a completed E-Verify Affidavit. Solicitation responses that are received without such documentation shall be considered "non-compliant" and / or "non-responsive" and shall be shredded, without being provided award consideration, by the City immediately following the Bid Opening. An E-Verify Contractor's (Prime Offeror's) Form, an E-Verify Subcontractor's Form and an E-Verify Subsubcontractor's Form have been included on the City's web site for your convenience in meeting this requirement.

- 3.2 <u>S.A.V.E. Affidavit</u> The City of East Point is required to verify the status of anyone who applies for a Public Benefit through the City. Public Benefits are defined by state statute, <u>O.C.G.A. § 50-36-1</u>, by Federal statute, <u>8 U.S.C. §1611</u> and <u>8 U.S.C. §1621</u>, and by the <u>Office of the Attorney General</u>. Contract awards by the City of East Point are considered "Public Benefits." Beginning on January 1, 2012, any person awarded a Public Benefit must show a secure and verifiable document, and complete the <u>S.A.V.E. Affidavit</u>.
 - **3.2.1** Acceptable documents have been identified by the <u>Office of the Attorney</u> <u>General</u>. A list of those documents may be found at the following web site: http://law.ga.gov
 - **3.2.2** The Selected Provider shall be required to execute the <u>S.A.V.E. Affidavit</u> verifying their status and show a secure and verifiable document prior to the final award of any Contract by the City. The <u>S.A.V.E. Affidavit</u> has been included on the City's web site for your convenience, but **is only required to be completed by the Selected Provider.**

4.0 INQUIRIES, CLARIFICATIONS AND REQUESTS

- **4.1** From the date of issue to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Service Providers shall make any and all contact with the City through the Contracts and Procurement Office, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: **dray@eastpointcity.org**. If it is deemed necessary for contact to be made with another party within the City, Contracts and Procurement shall make arrangements for that contact to take place. **Providers who attempt to make direct contact with City personnel or elected or appointed officials during the solicitation process may be disqualified from participation or consideration for award.**
- **4.2** Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Proposal Due Date <u>must</u> be submitted <u>in writing</u> to Dena Ray, Contract Specialist, Contracts and Procurement Office, 1526 East Forrest Avenue, Suite 400, East Point,

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Georgia 30344, email: dray@eastpointcity.org. If the requests are submitted to the City via U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the outside of the delivery envelope must clearly state "lnquiry_Enclosed" to differentiate such parcels from those containing final bid submittals. The deadline for receipt of any and all such inquiries is Close of Business (5:00 P.M.) on <a href="mailto:lnquiries_receipt_rec

4.3 Any inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Service Provider, the solicitation process or the award of the Contract shall be answered in formal, numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to inquiries that are answered within the solicitation package, deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any one or all Prospective Service Providers if such inquiries prove to be inconsequential or become too numerous or overbearing to handle in an expedient manner.

5.0 VERBAL COMMUNICATION

- **5.1** From the date of issuance to the Public until after the **Notice of Award** has been officially issued by the City, Prospective Service Providers shall make any and all contact with the City through the Contracts and Procurement Office, 1526 East Forrest Avenue, Suite 400, East Point, Georgia 30344, email: **dray@eastpointcity.org**. If it is deemed necessary for contact to be made with another party within the City, Contracts and Procurement shall make arrangements for that contact to take place. Providers who attempt to make direct contact with City personnel or elected or appointed officials during the solicitation process may be disgualified from participation or consideration for award.
- **5.2** The City, its agents, representatives and / or employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Valid interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum <u>ONLY</u>. Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner shall not be considered valid or binding and Prospective Service Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.
- **5.3** Any inquiries that are received by the Contracts and Procurement Staff that are deemed to have an effect upon the unbiased selection of the Prospective Service Provider, the solicitation process or the award of the Contract shall be answered in formal, numbered addenda issued by the City of East Point, Georgia. The City of East Point reserves the right to not respond to inquiries that are answered within the solicitation package, deemed inconsequential or trivial in nature and / or to limit the number of inquiries from any one or all Prospective Service Providers if such inquiries prove to be inconsequential or become too numerous or overbearing to handle in an expedient manner.

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6.0 ALL-INCLUSIVE PRICING

- 6.1 <u>Unless otherwise stated herein</u>, the proposal submitted by the Prospective Service Provider must be all-inclusive, and is to express the complete, total and final price to be paid by the City of East Point for the services requested regardless of the costs associated with obtaining, maintaining or performing the services stipulated herein. The Selected Provider shall be solely responsible for any and all of the costs associated with obtaining and maintaining licenses, certificates, fees, permits, bonds, and / or insurance required in order to perform the services; any and all of the costs associated with labor, personnel, supervision and / or administration necessary to perform the services; any and all of the costs associated with lodging, meals, per diem charges, honorariums and / or incidental expenditures incurred by the personnel required or requested to perform the services; any and all of the costs associated with shipping, transportation, delivery and / or mailing charges necessary to perform the services; any and all of the costs associated with any and all machinery, equipment, materials, goods, parts, supplies and / or tools necessary to perform the services; and any and all of the costs associated with site preparation, set up, installation, tear-down, demolition, interfacing, integration, software, hardware, training, customer service and / or customer support necessary to perform the services as specified in the Scope of Services in an efficient, lawful and professional nature incorporating the highest standards possible.
- **6.2** Under no circumstances shall the City be responsible for the payment of overtime compensation to any employee / agent / representative / officer / official assigned to this Project or for the reimbursement of overtime compensation provided by the Selected Service Provider or his designated subcontractor(s) to any employee / agent / representative / officer / official assigned to this Project.
- **6.3** Work / service(s) usual, customary and / or necessary to complete the Scope contained herein, but not specifically detailed on the attached **Scope of Service** must be included in the work / service(s) performed by the Selected Service Provider and, therefore, must be included in the Prospective Service Provider's proposal cost submittal.
- **6.4** All pricing submitted to the City must be **F.O.B. East Point, Georgia** and must exclude any charges associated with mailing, shipping, delivery, freight or transportation and taxes of any type or kind.

7.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

- **7.1** Prospective Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered "non-conforming" and / or "non-compliant" and / or "non-responsive" in nature and are subject to disqualification from award consideration.
- **7.2** The following items must be returned as part of your solicitation response package. Failure to submit <u>all</u> of the requested documentation listed below shall subject your bid response to disqualification from award consideration.
 - 7.2.1 IN THE FIRST ENVELOPE One (1) completed, notified E-Verify Affidavit(s) plus six photocopies of the same must be submitted, at the time of the solicitation response, under separate cover (in a separate envelope), and placed

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within the Prospective Provider's submittal package. This envelope must be clearly and indelibly marked on the outside "E-Verify Documentation Enclosed", and shall be opened by the City to verify the Prospective Provider's full compliance to the E-Verify Program prior to the actual opening of the Provider's RFP solicitation response. Prospective Providers, their Subcontractor(s) and Sub-subcontractor(s) must attest to compliance with the requirements of O.C.G.A. §13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor's Affidavit, the Subcontractor's Affidavit (if applicable) and the Sub-subcontractor's Affidavit (if applicable). Under Georgia law, the City of East Point cannot provide award consideration to any bid response which does not include a completed, notarized E-Verify Affidavit. Solicitation responses that are received without such documentation shall be considered "non-compliant" and / or "non-responsive" and shall be shredded, without receiving any typr of award consideration, by the City immediately following the Bid Opening.

A completed, signed and notarized <u>S.A.V.E. Affidavit</u> – One (1) signed and notarized original plus six (6) copies of the <u>S.A.V.E. Affidavit</u> may also be placed in the <u>FIRST ENVELOPE</u>. Please note: The completed, notarized <u>S.A.V.E. Affidavit</u> is only required from the <u>Selected Provider</u>, but must be received by the <u>City <u>before</u> award recommendation can be made by the <u>Requesting Department</u>.</u>

- 7.2.2 IN THE SECOND ENVELOPE/PACKAGE Your proposal package One (1) signed original and six (6) identical photocopies of the same. The Provider's solicitation response shall be in a second envelope separate from that containing the <u>E-Verify Affidavit</u>. This second envelope shall contain the Provider's original RFP response and six (6) photocopied responses identical to the original. If necessary, additional envelopes may be used for the photocopies, but must be appropriately marked as "RFP COPIES".
- 7.2.3 IN THE THIRD ENVELOPE Any and all information regarding fees, billing rates, per diems, expenses, fee structures, etc., and the requested Suggested / Sample Agreement. This information must be provided in one (1) original and three (3) identical copies. The original and each copy submitted should be originally signed and dated. Fee / Price information and Suggest / Sample Agreement terms and conditions must be included in the submittal package in a separate sealed envelope and should NOT be part of the bound proposal response. Information regarding monetary manners must not appear in the Proposal Response Package itself.
- 7.3 <u>PLEASE NOTE</u>: A valid solicitation response shall consist of one (1) envelope containing the <u>E-Verify Affidavits</u>, a second (2nd) envelope containing one (1) signed, unbound original submittal conspicuously marked "Original" and six (6) sets of <u>bound photocopies</u> that are identical to the original submittal, each conspicuously marked "Copy" and a third (3rd) envelope containing one (1) original and three (3) identical originally signed and dated copies of the Prospective Providers fees / prices and a

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Suggested / Sample Agreement. Failure to submit the solicitation response in the manner specified herein or failure to provide <u>E-Verify Affidavits</u> or <u>identical</u> bound copies of the original submittal and the fee structure under separate cover may result in the disqualification of your response from award consideration.

7.4 The envelopes containing the complete proposal response **must** be placed in an outer sealed, opaque envelope / package and clearly marked as follows:

"RFP No. 2014-1515 – Destination Marketing Organization (DMO) RFP Due Date: 3:00 P.M., Wednesday, June 4, 2014"

- **7.5** The outside of the envelope / package must contain the **name**, **address and a valid contact telephone number** for the Prospective Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "**RFP Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.
- **7.6** All solicitation responses must be addressed / delivered to the following:

Dena Y. Ray, Contract Specialist Contracts and Procurement Division 1526 East Forrest Avenue, Suite 400 East Point, Georgia 30344

Telephone: 404.270.7138

7.7 This is a sealed proposal solicitation (RFP). Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall <u>not</u> be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the City upon receipt. Simple price quotations received for the services stated herein that are not supported by a formal prepared proposal submittal shall not be accepted nor given award consideration by the City. Any such price quotations shall be destroyed, in an unread condition upon receipt.

8.0 TIMELY RECEIPT OF PROPOSALS AND DELIVERY RESPONSIBILITY

- **8.1** Time is of the essence; therefore, sealed solicitation responses must be received by the City no later than, Wednesday, June 4, 2014, hereafter referred to as the Proposal Due Date.
- **8.2** Each Prospective Service Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to or delivered to another person, department or location within the City. Solicitation responses received by

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the Contracts and Procurement Office after the time and / or date specified above shall not be opened or given award consideration and shall be destroyed by the City in an unopened condition, unexamined condition upon receipt.

9.0 ADDENDA

- **9.1** Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal, numbered addendum **ONLY**. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner shall not be considered valid or binding and Prospective Service Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.
- **9.2** If required, numbered addenda shall be issued to all Prospective Service Providers who are on record as having received the solicitation documents. Distribution of the numbered addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall be made available, in their entirety, free of charge, to all Prospective Service Providers on the City's web site located at http://eastpointcity.org.
- **9.3** Before submitting a solicitation response, Prospective Service Providers must ascertain that all numbered addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all numbered addenda on the appropriate form(s) provided and include all such forms in their response package. It is the sole responsibility of the Prospective Service Provider to assure they have received any and all numbered addenda, and the City shall not be held responsible for any oversight and / or omission. All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Service Providers on the City's web site located at http://www.eastpointcity.org.
- 9.4 Prospective Service Providers are discouraged from contacting the City for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. The City shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired. All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Service Providers on the City's web site located at http://www.eastpointcitv.org.
- **9.5** Responses that are prepared and submitted by Prospective Service Providers without benefit of the data contained in any and all issued numbered addenda shall be considered "non-conforming" and "non-responsive" in nature and may not be given award consideration by the City. Responses that do not contain signed addenda acknowledgement forms shall be considered "non-conforming" and "non-responsive" in nature and may not be give award consideration by the City.

10.0 VALIDITY OF RESPONSES

10.1 All responses submitted must be valid for a minimum of one hundred and eighty (180) days from the RFP Due Date. All responses shall be irrevocable for this period of time, until the City officially awards this solicitation, enters into a Contract for the goods / work / services, officially rejects

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your company's response or all responses received, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference **Section 12.0** for further details regarding the circumstances.

10.2 If the solicitation involves or is based upon a Contract for Services, the Provider's terms, the deliverables and **the proposed price(s) must be valid, at a minimum, for the entire initial term of the Contract**, unless otherwise stated herein.

11.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES

- **11.1** By submitting a response to this solicitation, the Prospective Service Provider agrees to and attests to the understanding that a sealed response may <u>not</u> be modified, withdrawn nor cancelled by the Prospective Service Provider <u>after</u> the time and date designated for receipt of responses has passed. However, under certain specific circumstances, the City may permit the modification or withdrawal of a solicitation response. Please reference <u>Section 12.0</u> for further details regarding these specific circumstances.
- 11.2 Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Service Provider by providing notice to the Contracts and Procurement Department. Such notice shall be in writing over the signature of the Prospective Service Provider. The requesting Prospective Service Provider may designate that the withdrawn or cancelled response be destroyed in an unopened condition by the Contracts and Procurement Department, or returned, unopened, to the Prospective Service Provider. If the Prospective Service Provider designates to have the response returned, unopened, the Prospective Service Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Service Provider at the City's effort or expense.
- 11.3 Sealed responses that are withdrawn or cancelled shall <u>not</u> be opened on City property or in the presence of competing Prospective Service Providers, nor shall the contents of withdrawn or cancelled responses be discussed with or made available to competing Prospective Service Providers. <u>Violation of this condition shall result in the immediate disqualification of all Prospective Service Providers who participate in such actions.</u> Based upon the severity of the offense, the City may make a determination to bar the offending Providers not only from this solicitation but also from participation in future solicitations for a period of time to be determined and specified by the City.
- **11.4** Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Service Provider up until the time and date designated as the RFP Due Date.

12.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS

- **12.1** After the opening of the solicitation, mistakes or errors that are discovered by the City, Participating Providers or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions of this section.
- 12.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price

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extension or percentage, the placement of a decimal point, the unintentional reversal of prices or percentages, incorrectly stated FOB destination, or incorrectly stated FOB point of originality may be corrected by the City in the Prospective Service Provider's original solicitation response after <u>written</u> <u>verification</u> that a clerical mistake did occur is received by the City from the Prospective Service Provider.

- **12.3** Corrections of other errors may be allowed following a written determination by the City that the following conditions have been adequately met:
 - Evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and
 - The solicitation response <u>both as received and as actually intended</u> is the best-valued response received.
- **12.4** If, in the City's opinion, there is a significant and obvious disparity between the proposal of the Provider deemed as best-valued and all of the other Prospective Service Providers, the best-valued Provider may be permitted to withdraw their submittal without prejudice upon submission of written evidence and testimony that a non-intentional error did occur in the preparation of the solicitation response. Under these circumstances, the award of the Contract shall go to the next best-valued responsive, responsible Provider.
- 12.5 If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective Service Provider shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the City, such a Prospective Service Provider shall forfeit their bid security and / or be barred from participating in future solicitations conducted by the City for a period of time to be determined by the City.

13.0 NON-REIMBURSEMENT OF EXPENSES

13.1 The City shall not be held liable for the reimbursement or payment of any cost(s) incurred by Prospective Service Providers in the preparation or provision of responses to this solicitation or any other solicitation issued by the City of East Point, Georgia.

14.0 PUBLIC OPENING AND DISCLOSURE

14.1 Properly identified responses received on time shall be publicly opened and the Prospective Service Providers' names read aloud in public. A **Responder's Listing** shall be prepared by the Contracts and Procurement Department and made available via email to Prospective Service Providers and others who submit an emailed request for the information **after** the RFP Due Date. Contents of submitted responses may not be examined by or divulged to competing Prospective Service Providers or the general public until **after** a Service Provider has been selected by the City and a legally binding Contract has been negotiated and entered into or a Purchase Order for the goods / work and / or service(s) has been issued by the City.

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- **14.2** Upon submission, any and all responses and supportive / accompanying materials become the property of the City of East Point, Georgia unless submitted as proprietary material and so marked as such by the submitting party. Proposals that contain a majority of material marked as proprietary shall not be accepted by the City nor given award considered.
- **14.3** All responses shall be handled in a confidential nature, but submitted materials may be subject to disclosure under various Freedom of Information and Public Disclosure acts. Review of responses shall be made available to competing Prospective Service Providers and the general public <u>after</u> a Service Provider has been selected by the City and a legally binding contract has been negotiated and entered into or a Purchase Order for the goods or services has been issued. Such requests shall be handled pursuant to the terms and conditions of applicable Federal and State Freedom of Information Acts and the City's Municipal Code. The City's Municipal Code may be accessed from the City's web site which is located at http://www.eastpointcity.org or directly at http://www.municode.com.
- **14.4** Inquiries regarding previously existing contracts, solicitations previously issued to the Public, or current or active City contracts and / or current Purchase Order procurements or other Open Records Requests should be directed to the City Clerk's Office by telephoning 404.270.7100. Due to City policy, the Contracts and Procurement Division is unable to assist you.

15.0 RIGHT TO REJECT RESPONSES AND WAIVE TECHNICALITIES

15.1 The City reserves the right to reject any or all responses, or any portions thereof, or to waive any technicalities, formal or informal, it deems are not in the best interest of the City. In particular, the City reserves the right to reject responses that are submitted using a form and / or format other than the form and / or format stipulated herein and / or provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular, non-responsive or non-conforming in nature.

16.0 RIGHT TO CANCEL SOLICITATION

16.1 The City reserves the right to cancel this solicitation for any reason, with or without cause and with or without prior notification to the Public. Cancelation of this solicitation shall not result in any liability to any Prospective Service Provider for any reason whatsoever.

17.0 CONTRACT AWARD

- 17.1 It is the intent of the City to award a Contract to the best-valued Provider who meets or exceeds the requirements and criteria set forth in the solicitation package. Only after careful consideration of any and all determining factors shall the best-valued Provider be determined by the City. The City's determination in this matter shall be final and shall be the sole binding determination. At its discretion, the City may award a Contract to one (1) or more Providers, as is deemed in the best interest of the City.
- 17.2 The City may request or require additional information from and / or a meeting with one (1) or more Prospective Service Provider(s) before making a final determination of award. Any Prospective Service Provider who refuses to and / or fails to provide such requested information and / or to meet

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with the City within the time period stipulated by the City shall be eliminated from any award consideration.

17.3 Prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) shall be required to enter into a legally binding Agreement or Contract with the City of East Point, Georgia, based upon the requirements, specifications, drawings, terms and / or conditions contained herein and / or stipulated by the City. Under certain circumstances a Purchase Order shall serve as the City's legally binding contractual agreement, and by acceptance of such, the Selected Provider shall enter into the agreement. In addition, prior to commencing with any work and / or services and / or providing any goods, the Selected Provider(s) must submit proof to the City of any and all required insurance, licenses, certificates, permits, bonds etc. necessary or required for the professional, efficient, safe and lawful performance of the work and / or service(s) required herein.

18.0 SERVICE PROVIDER PROTESTS

18.1 Any actual or Prospective Service Provider, Bidder, Offer, Contractor or Subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Contract Specialist of the Contracts and Procurement Division, Ms. Dena Ray at <u>dray@eastpointcity.org</u>. A protest with respect to an Invitation for Bids (ITB), Request for Proposals (RFP) or Request for Qualifications (RFQ) must be submitted to the Contracts and Procurement Department in writing within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of notification of award of the contract. The City's Municipal Code shall govern all such matters. The City's Municipal Code be accessed from the City's web site which is located may http://www.eastpointcitv.org or directly at http://www.municode.com.

19.0 INSURANCE REQUIREMENTS

- **19.1** The Selected Provider shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by an insurance company licensed to issue such coverage in the State of Georgia, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Provider and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selective Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the City of East Point, Georgia, and its employees, appointed officials, contractors or other designees, as additional insured, (with the exception of Workers' Compensation and Professional Liability Insurance which shall be exempt from this requirement) and the Selected Provider shall provide to East Point's Contracts and Procurement Office a **Certificate of Insurance** reflecting such coverage prior to shipping and / or providing any goods and / or the commencement of work and / or services contemplated in this solicitation.
- 19.2 The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the City of

PART I. SOLICITATION TERMS AND CONDITIONS

East Point, Georgia.

19.3 All policies issued in regard to this solicitation must clearly reference the City's RFP Number and the official title of the awarded solicitation.

20.0 HOLD HARMLESS CLAUSE

20.1 The Selected Provider shall indemnify and hold harmless the City of East Point, Georgia, and any and all elected officials, employees, contractors, representatives or agents of the City of East Point, Georgia, from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Provider of any of the agreements, representations, trademarks or warranties of the Selected Provider contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Provider, its agents, representatives or employees in connection with the Selected Provider's provision of goods and / or work and / or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Provider under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute of limitation.

21.0 NONDISCRIMINATION PRACTICES

21.1 The Selected Provider agrees that in connection with the performance of providing the goods and / or work and / or service(s) under this solicitation or any resultant contract, the Provider (and / or his Subcontractor[s] and / or Supplier[s]) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, national origin and / or disability. The aforesaid provision shall include, but shall not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, overtime or compensatory time consideration and / or any other forms of compensation, and / or the selection for training, including apprenticeship. The Provider (Subcontractor[s] / Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places that are frequented by or available to employees and applicants for employment. Any and all such statements must be produced in lettering that is easy to read and the contents shall clearly set forth all of the provisions of this nondiscrimination practices clause.

22.0 ETHICS

22.1 Prospective Service Providers shall not offer any gratuities, favors, gifts, honorariums or anything of <u>any monetary value whatsoever</u> to any official, employee, representative and / or agent of the City of East Point for the purpose of influencing consideration and / or award of this solicitation. Violation of this clause shall result in the immediate elimination of the Provider's response from award consideration and may also result in criminal actions and / or criminal penalties against the Provider, the Provider's representative(s) and the City employee(s), if found to be in complicity and / or collusion therewith.

PART I. SOLICITATION TERMS AND CONDITIONS

- **22.2** No Public Official, employee, representative and / or agent of the City shall gain personal or financial benefit in any amount from a decision relating to the award of this contract, nor shall any public official, employee, representative and / or agent of the City of East Point engage in any discussions with Prospective Service Providers or others that may influence, in any manner, pro or con, the award of this contract. Discussions for the purpose of investigating the soundness of a potential Provider to perform as required under the terms and conditions of a proposed City's contract shall, by its nature, be exempt.
- **22.3** Any and all Selected Service Providers, by entering into a service and / or contractual agreement with the City of East Point, agree to be bound by and comply with all applicable provisions of Part 2. **Chapter 4.** and **Ethics Policy** of the **Code of Ordinances** of the City of East Point, Georgia. Full text of this ordinance may be obtained from the **City Clerk's Office** by telephoning **404.270.7100** or on-line by visiting http://www.municode.com/. The City's Code of Ordinances may also be found on the City's web site, in the middle of the web site's **Home Page**, under the **Featured Links** heading "City Ordinances Online".

***** END OF PART I. SOLICITATION TERMS AND CONDITIONS ******
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PART II. SCOPE OF SERVICES

1.0 INTRODUCTION

- **1.1** The City of East Point, Georgia (hereafter referred to as "the City"), is soliciting sealed proposals from experienced and qualified Prospective Service Providers who are interested in entering into a contract to provide the City and its citizens with **Professional Destination Marketing Organization Services** (hereafter referred to as "the DMO"), as defined in **Section 48-13-51 (a) (5.1) of OCGA**, to promote and market the City as a destination for tourism and conventions of trade.
- **1.2** The Selected Service Provider must be an eligible **Destination Marketing Organization (DMO)** or a **Convention and Visitor's Bureau (CVB)** that is defined as a Destination Marketing Organization (DMO) or a Convention and Visitor's Bureau (CVB) and is a **Private Sector. Non-Profit 501(c)6 Organization**, compliant with the terms of Section 48-13-51 (a) (5.1) of OCGA and whose mission is to promote their clients as destinations for tourism, conventions and trade shows.

2.0 MINIMUM PROVIDER REQUIREMENTS

- **2.1** The Selected Service Provider must be able to demonstrate a record of reliability, fiscal responsibility and have organizational leadership with a minimum of five (5) years' experience in destination marketing. Each Prospective Service Provider must provide references to the City in their proposal response package that validate this minimum experience requirement. Reference **Section 20.0** for further information and the precise formatting of proposal content.
- **2.2** The Selected Service Provider must be a **Destination Marketing Organization (DMO)** or a **Convention and Visitor's Bureau (CVB)** that is a **Private, Non-Profit 501(c)6** Organization in compliance with the terms of **Section 48-13-51 (a)(5.1)** of **OCGA**. Documentation that provides proof of **501(c)6** status must be provided to the City in each Prospective Service Provider's proposal response package. Reference **Section 20.0** for further information and the precise formatting of proposal content.
- **2.3** The **primary mission** of the Selected Service Provider must be to market and promote their clients as a destination for tourism and conventions of trade. A copy of each Prospective Service Provider's **Mission Statement** must be provided to the City in their proposal response package. Reference **Section 20.0** for further information and the precise formatting of proposal content.
- **2.4** The Selected Service Provider must be **creative and innovative** and able to provide the highest level of destination marketing services possible. After a thorough review of the **Scope of Services** contained herein, each Prospective Service Provider must detail in their proposal response package recommendations for additional **Target Focus Areas** or **Work Plan Items**, or revisions of the City's plan based upon their knowledge, past successes and experience in the industry. Prospective Service Providers should also include recommendations for **new**, **innovative approaches** that will increase the overall success of the Selected Provider's **Purpose / Mission** as stated herein. Reference **Section 20.0** for further information and the precise formatting of proposal content.

PART II. SCOPE OF SERVICES

2.5 The Selected Service Provider must be cost-efficient and provide the best overall value to the City. East Prospective Service Provider must detail their **Administrative Cost / Fee** for successfully implementing and overseeing / managing the **Scope of Services** contained herein. Reference **Section 20.0** for further information and the precise formatting of proposal content.

3.0 CONTRACT TERMS

- **3.1 Initial Contract Term** The **Initial Contract Term** shall commence on the date of the execution of the Contract. The initial contract term shall consist of one (1) East Point City Fiscal Year:
 - **3.1.1 Fiscal Year 2015** Commencing on the date of Contract execution and continuing until twelve o'clock midnight (12:00 A.M.) on Tuesday, June 30, 2015.
 - **3.1.3** During the last month of the **Initial Contract Term**, the City shall perform a **Contract Term Review** to review and evaluate the Selected Service Provider's performance. At that time, the City reserves the right to allow the current Contract to expire at the end of the Initial Term or to exercise the **Optional Contract Term**. If exercised, the **Optional Contract Term** shall generate a new Contract and **Budget** and must be approved by the City Council.
- **3.2 Optional Contract Term** The Initial Contract Term shall be followed by one (1) **Optional Contract Term** that shall consist of one (1) additional East Point City Fiscal Year, or twelve (12) months total:
 - **3.2.1 Fiscal Year 2016** Commencing at 12:01 A.M. on Wednesday, July 1, 2015, and continuing until twelve o'clock midnight (12:00 A.M.) on Thursday, June 30, 2016.
 - **3.2.3** If entered into, the **Optional Contract Term** shall commence <u>immediately</u> upon the expiration of the Initial Contract Term, and no time shall be allowed to elapse between the termination of the Initial Contract Term and the commencement of the Optional Contract Term.
 - **3.2.4** The City shall have the option to exercise the **Optional Contract Term** at the sole discretion of the City and upon the agreement of the Selected Service Provider. **However, there is no guarantee, stated or implied, that the City shall exercise the option to continue the Contract** with the Selected Service Provider beyond the Initial Contract Term.
- 3.3 If the **Scope of Services**, as defined herein, has not been completed by the end of the each Fiscal Year within any Contract Term, **the Selected Service Provider**, **not the City**, shall be held **solely responsible** for any and all consequences that may be enacted by the Department of Community Affairs, the State or Federal Government, the City of East Point or any other governing parties as a direct, or indirect, result of the oversight and any missed deadlines.

PART II. SCOPE OF SERVICES

4.0 PURPOSE / MISSION

- **4.1** The "Purpose / Mission" herein required of the Selected Service Provider shall be to successfully promote and market the City of East Point as a destination for tourism, conventions and trade shows. The Selected Service Provider shall successfully oversee / manage and implement the **Scope of Services** detailed herein.
- **4.2** The Selected Service Provider shall **serve as an economic catalyst** by marketing and promoting the City as a destination and by creating vibrant growth in East Point's local economy through sustainable tourism that shall position and sell the community worldwide, in partnership with the public and private sector, as a premier destination for conventions, trade shows, corporate meetings, business travel, group tours, special events and individual leisure travel. This includes assisting the businesses and organizations that comprise the tourism industry of the community in successfully promoting their products and services to these visitors.
- **4.3** The Selected Service Provider shall be expected to deliver the right message, through the right medium, to the right audience, at the right time, in order to **maximize the economic impact** of travel in East Point. Successfully attracting visitors to the area, will, in turn, generate increased visitor spending, increased business profits, local tax receipts and jobs. This lucrative business atmosphere will not only help retain and strengthen the current businesses, but shall also create an attractive environment for new businesses to move into the area.
- **4.4** The Selected Service Provider's responsibilities shall include, but shall not be limited to, enhancing **Target Focus Areas** and **Work Plan Items** as detailed herein, as well as, identifying additional areas, based on experience and past successes, that shall maximize the productivity efficiency, and success of this Contract. This shall also include, but shall not limited to, properly budgeting, managing, overseeing, implementing, procuring contracts, issuing payments, generating reports, meeting deadlines, and above all, maintaining compliance with the issuance of expenditures from the **Hotel Tax** proceeds.

5.0 GENERAL TERMS AND CONDITIONS REGARDING CONTRACT AWARD

- **5.1** All costs incurred by any Prospective Service Provider in the preparation of its response to this RFP shall be the sole responsibility of the Prospective Service Provider(s) and the City shall have no liability whatsoever in this regard. Prospective Service Provider(s) are to submit a detailed, comprehensive proposal outlining how they would execute the **Scope of Services** noted in this document. Submission of creative concepts are not required as part of the proposal process; however, Prospective Service Provider(s) are expected to convey their recommended approach clearly and concisely. All supporting documentation submitted as part of a proposal response shall become the property of the City unless return of such materials is otherwise requested by Prospective Service Provider(s) at the time of submission.
- **5.2** Before commencing with any Service(s), the Selected Service Provider must enter into a legally-binding, written Contract with the City for the Service(s) to be performed. If the Selected Service Provider does not execute a Contract with the City within **fifteen (15) calendar days** following the receipt of the City's **Notice of Award** letter, the City reserves the right to award the contract to the

PART II. SCOPE OF SERVICES

next most qualified, best-valued Provider.

- **5.3** Before commencing with any Service(s), the Selected Service Provider must provide proof of business license, proof of insurance, and any and all necessary documentation, licenses or certifications that may be requested and / or required by the City, Federal, State, or local laws or regulations in order to perform the Service(s) requested herein.
- **5.4** Before commencing with any Service(s), the Selected Service Provider must receive a written **Notice to Proceed** (NTP) letter from the City. Upon execution of the Contract and receipt from the Selected Service Provider of all required and / or necessary documents, bonds, licenses, certifications, etc., the City shall issue to the Selected Service Provider a **Notice to Proceed** (NTP) letter.
- **5.5** The Selected Service Provider shall act as an **Independent Contractor** and not as an agent, representative or employee of the City of East Point, Georgia.
- **5.6** During the performance of the Service(s) the Selected Service Provider shall ensure that any and all resources shall be used to their highest and most productive uses to maximize operating efficiencies and the impact of any and all organizational efforts.
- **5.7** Any and all Service(s) performed by the Selected Service Provider pursuant to this solicitation or any resultant contract and / or agreement shall be provided in full accordance with any and all applicable federal, state, and / or local laws, regulations, requirements and / or guidelines.
- **5.8** In connection with the performance of the services herein, the Selected Service Provider agrees to hold in strictest confidence any and all information and materials which are furnished by the City in order to perform the services, or are related to the City's business or are proprietary and confidential in nature. The Selected Service Provider agrees not to make use of any such information and / or materials in any manner whatsoever. Proprietary and confidential information shall include, but may not be limited to, information related to research, development, pricing, trade secrets, customer / partner lists, business affairs, policies and / or procedures. The Selected Service Provider agrees to promptly return to the City any and all copies of any documents that have been furnished by the City that relate to the performance of the services requested herein at the termination of the Contract for the services.
- **5.9** No analyses, reports, information or data prepared by the Selected Service Provider under this Contract shall be made available to any individual or organization without prior written approval and consent from the City. Any and all work performed under this contract shall be the sole property of the City of East Point, Georgia, and shall not be used by the Selected Service Provider for the purpose of advertising, references, examples and / or samples of work performed without prior written approval and consent from the City.
- **5.10** Recognizing that this shall be a publicly funded agency, comprehensive and accurate **performance tracking** is a critical component of any and all marketing efforts. The City, in collaboration with the Selected Service Provider, must be able to clearly and readily demonstrate to the City Council measurable results and a solid return on investment (ROI) for any and all deliverables. Those results and the return on investment must meet or exceed the expectations of the City.

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- **5.11** The Selected Service Provider must provide qualified, experienced personnel who possess the skills necessary to professionally perform the services required with respect to the goods and / or services to be furnished, who are capable of the on-time delivery of goods and / or services, and who have the fiscal awareness and responsibility necessary to enable the Selected Service Provider to perform the obligations required herein in a manner that meets or exceeds the expectations of the City.
- **5.12** All programs, websites, materials, media, logos, branding, graphics, products, etc., created under this Contract shall be considered the exclusive property of the City of East Point, and shall be provided, in their entirety, to the City immediately upon demand or at the end of the final Contract Term. The City shall approve and govern any and all reproductions and other uses of these programs, websites, materials, media, logos, branding, graphics, products, etc. In addition, the City reserves all rights, including, but not limited to, any and all copyrights regarding these programs, websites, materials, media, logos, branding, graphics and products, etc.
- **5.13** The City shall have the right to terminate the contract without cause by providing the Selected Service Provider with a written notice of **Intent To Terminate** at least fifteen (15) working days before the specified date of termination. In this event, the Selected Service Provider shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the established termination date.
- **5.14** For the purpose of this solicitation, a **work day** shall be defined as any day of the week, Monday through Friday, classified as a "normal weekday", <u>excluding</u> holidays normally observed by the City of East Point, Georgia. Legal holidays, national holidays or furlough days observed by other government entities, but not usually observed by the City of East Point, Georgia, shall be classified as normal "work days".
- **5.15** For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week that appears on a standard calendar, Sunday through Saturday, including holidays.

6.0 TOURISM INDUSTRY / TOURISM CATEGORIES

- **6.1 <u>Tourism Industry</u>** Unless otherwise stipulated, the use of the phrase "**Tourism Industry**" herein shall refer to one (1) or more of the following entities: the City of East Point's Hoteliers, Restaurant Owners, Georgia Sports Park, Major Retail Center, Historical Society, Theatre / Civic Center, Downtown District, the Dick Lane Velodrome and all other tourism-based business owners and organizations within the various **Tourism Categories** contained herein.
- **6.2** <u>Tourism Categories</u> Unless otherwise stipulated, the use of the phrase "Tourism Categories" herein shall refer to one (1) or more of the following: Conventions, Trade Shows, Corporate Meetings, Business Travel, Group Tours, Sporting Tourism, Heritage Tourism, Agriculture Tourism, Special Events (Reunions, Festivals, Concerts, etc.) Individual Leisure Travel, and all other tourism-categories allowed by state of Georgia.

7.0 HOTEL TAX

7.1 The City of East Point Georgia shall collect an **Excise Tax** of eight percent (8%) on all rooms, lodgings and accommodations in hotels and motels located in the City. Hotel Motel Tax expenditures will

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be based on the guidelines established in Section 48-13-51 (a) (5.1) of OCGA and shall be expended by the Selected Service Provider, who must be an **Eligible DMO or CVB**, on **Eligible Expenditures** through a Contract that includes, but is not limited to, a **Budget** accepted and approved by the City of East Point.

8.0 ESTIMATED COLLECTIONS

8.1 Based upon past Hotel Tax revenue, the City estimates that approximately \$2,800.000 shall be collected within a Fiscal Year for use to address the **Target Focus Areas** identified herein. The use of the phrase "**Estimated Collections**" herein shall refer to the following collection estimations for each Fiscal Year designated during the **Initial Contract Term**:

The anticipated distribution of Estimated Collections of Hotel Motel Tax funds based on **O.C.G.A.48-13-51(a)(5.1)** are as follows:

General Fund - \$1,050,000 Anticipated Downtown Development Authority – Up to \$1,225,000

9.0 ACTUAL COLLECTIONS

- **9.1** "Actual Collections" are defined for the purpose of this solicitation as the actual taxes received by the City from the Hotel Taxes. These funds, if budgeted, by law, are required to be expended in the manner allowed by Section 48-13-51 (a) (5.1) of OCGA.
- **9.2** If, for any reason, the Selected Service Provider fails to expend the funds in a manner allowed by law by the end of the Fiscal Year in which they were budgeted and collected, the Selected Service Provider, not the City, shall be held solely responsible for any and all consequences that may be enacted by the Department of Community Affairs, the State or Federal Government, the City of East Point or any other governing parties as a direct, or indirect, result of the oversight and any missed deadlines.

10.0 ELIGIBLE EXPENDITURES

- **10.1** The use of **Hotel Taxes** are governed by law and "eligible expenditures" of these taxes must meet the definition of being "products or programs of information that promote the City as a **Destination for Tourism and Conventions of Trade**" pursuant to the guidelines stipulated in **O.C.G.A.48-13-51(a)(5.1)**.
- **10.2** The **Hotel Tax Review Committee** shall reserve the right to approve or deny any proposed use of the **Hotel Taxes** recommended or suggested by the Selected Service Provider based upon the definition provided above.

11.0 HOTEL TAX REVIEW COMMITTEE

11.1 The Hotel Tax Review Committee, which shall be comprised of a representative from the City Manager's office, a representative from the City's Legal Department, a representative from the City's Finance Department and a representative from the City's Department of

PART II. SCOPE OF SERVICES

Economic Development, shall be charged with the review and approval of all contracts applicable to the City's Contract in which the Selected Service Provider(s) may engage, review and approval of all **Required Submissions**, review and approval of the **Target Focus Areas** and **Work Plan Items** as detailed herein. No decisions / actions shall be taken by the Selected Service Provider regarding these items until they have received the full and final approval of this Committee. The use of the phrase "**Hotel Tax Review Committee**" or the word "**Committee**" herein shall reference this group, unless otherwise stipulated.

11.1.1 The direct contact for this Committee shall be the Interim City Manager.

NOTE: Prior to receipt of **Notice of Award** and the execution of an **Agreement**, contact with anyone within the City apart from the City's representative in Contracts and Procurement is **strictly prohibited**.

12.0 REQUIRED COMMITTEE SUBMISSIONS

- 12.1 All potential contracts applicable to the City's Contract between the Selected Service Provider and other Providers and / or Subcontractors and all products and programs or information used to accomplish the Target Focus Areas shall be submitted to the Hotel Tax Review Committee for review and approval, prior to their execution, release or procurement, so as to ensure the items meet or exceed the criteria established in the Scope of Service. Any and all decisions regarding branding, marketing or promotions of the City, including, but not limited to, designs and / or color selections, shall also be submitted to the Hotel Tax Review Committee for approval to ensure the items are in keeping with the Committee's desired representation of the City.
- **12.2** .The Selected Service Provider shall not proceed with executing, procuring or issuing any materials submitted to the **Hotel Tax Review Committee** for review and approval until all reviews and final approvals / selections have been made by the Committee.
- **12.3** All programs, websites, materials, media, logos, branding, graphics, products, etc., created under this Contract shall be considered the exclusive property of the City of East Point, and shall be provided, in their entirety, to the City immediately upon demand or at the end of the final Contract Term. The City shall approve and govern any and all reproductions and other uses of these programs, websites, materials, media, logos, branding, graphics, products, etc. In addition, the City reserves all rights, including, but not limited to, any and all copyrights regarding these programs, websites, materials, media, logos, branding, graphics and products, etc.

13.0 BUDGET

13.1 The use of the word "Budget" herein shall reference an estimated expenditure list that is created after reviewing the Target Focus Areas and Work Plan Items, and identifying appropriate cost estimates to complete and / or sufficiently undertake the Work Plan Items. The Budget shall demonstrate expending, in its entirety but not in excess, all of the Estimated Collections by the end of the Fiscal Year in which the Hotel Taxes were collected. Wise financial stewardship is critical, but the Selected Service Provider shall not sacrifice quality, nor shall they initiate a new program or continue with an existing program without dedicating the resources necessary to make the program a success. The

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Budget for the **Initial Contract Term** shall consist of one (1) document:

• Fiscal Year 2015 Budget – Covering the period from the date of Contract execution through Tuesday, June 30, 2015.

14.0 REVISIONS TO THE BUDGET

14.1 The **Budget** is based on the **Estimated Collections** provided herein. If the amount of **Actual Collections** differs from the **Estimated Collections**, the City shall have the right, at their option, to amend the **Budget** at any time during the Contract Term to allow for any differences.

15.0 KEY CONTRACT SCHEDULING POINTS

- **15.1** Before commencing with any Service(s), the Selected Service Provider shall meet with the **Hotel Tax Review Committee** to review how the funds shall be distributed and tracked during the Initial Contract Term, to review the details in the proposed **Budget** and to review a **Work Plan** based on the **Target Focus Areas**. The proposed **Budget**, **Target Focus Areas** and **Work Plan** recommended by the Selected Service Provider shall be generated and submitted to the **Hotel Tax Review Committee** by the Selected Service Provider no later than fourteen (14) calendar days following the execution of the Contract.
- **15.2** Any and all **required submissions** must be provided to the **Hotel Tax Review Committee** for their review **no later than two (2) weeks prior to the submissions' intended release**, **execution or procurement**.
- **15.3 Each month** during the Contract Term, the Selected Service Provider shall prepare and provide four (4) copies of the **Monthly Report**, which shall be submitted to the **Hotel Tax Review Committee** via the City Manager **no later than the last full week in each calendar month**.
- **15.4 Each quarter** during the Contract Term, the Selected Service Provider shall prepare and provide thirteen (13) copies of the **Quarterly Report** which shall be submitted to the **City Manager** to convey to the **Mayor** and **City Council**. The Selected Service Provider shall also prepare and provide a presentation to the City Council Members at a **City Council Work Session**. The **City Council Work Session Calendar** is prepared by the City at the beginning of each calendar year and shall be made available to the Selected Service Provider.
- **15.5** No later than thirty (30) days prior to the conclusion of each Fiscal Year during the Contract Term, the Selected Service Provider shall prepare and issue four (4) copies of the <u>Fiscal Year End Report</u> to the **Hotel Tax Review Committee**. In addition, the Selected Service Provider shall provide thirteen (13) copies of the Report to the **City Manager** to convey to the **Mayor** and **City Council**. The Selected Service Provider shall also prepare and provide a presentation to the City Council Members at a **City Council Work Session**. The **City Council Work Session Calendar** is prepared by the City at the beginning of each calendar year and shall be made available to the Selected Service Provider.

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16.0 DELIVERABLE CONTRACT REPORTS

- **16.1** Any and all **required submissions** must be provided to the **Hotel Tax Review Committee** for their review **no later than two (2) weeks prior to the submissions' intended release, execution or purchase**. Reference **Section 15.0** for the schedule applicable to the submission of the reports.
- **16.2 Budget Status Report** a report, based on the **Budget**, that indicates and demonstrates the variance between the funds that were budgeted for each **Target Focus Area** and **Work Plan Item**, and details the funds that have been expended to date in each area, and the funds that remain in each area. The **Budget Status Report** is a component of each **Monthly Report**, each **Quarterly Report** and each **Fiscal Year End Report**.
- **16.3** Comprehensive Expenditure Report a report that describes, in itemized detail, all of the expenditures paid out of the Hotel Taxes during that month. Copies of all receipts and invoices and a copy of the account statement shall be included in this report. The Comprehensive Expenditure Report is a component of each Monthly Report, each Quarterly Report and each Fiscal Year End Report.
- 16.4 <u>Work Plan Status Report</u> a report, based on the established **Work Plan Items** as described herein, that tracks the status of completion / success of each of the **Work Plan Items**, including a list of the action items that were implemented to achieve the results. This shall also include samples and / or photos and descriptions of all products / programs completed or in progress as a part of each of these **Work Plan Items**. The **Work Plan Status Report** is a component of each **Monthly Report**, each **Quarterly Report** and each **Fiscal Year End Report**.
- **16.5** <u>Tourism Status Report</u> a report, based on the **Record of Current Tourism Conditions**, that tracks the increases and decreases in each of the **Tourism Industries** and **Tourism Categories**. At a minimum, this report shall:
 - Identify any increase or decrease in the number of **Tourism Industry** businesses during the reporting period.
 - Identify the increase in the economic impact from destination marketing efforts by determining the economic return of every one dollar (\$1.00) of public investment during the reporting period.
 - Determine how much money is spent in each of the **Tourism Industries** by the tourists for each of the **Tourism Categories** during each reporting period (via Sales Tax Revenues and Gross Sales Receipts, obtained directly from the businesses).
 - Determine the number of tourists currently staying overnight (and how many days) in each of the **Tourism Categories**. (This report must keep track each category individually.)
 - Determine how much money is spent in each of the **Tourism Industries** by the tourists for each of the **Tourism Categories** money currently being generated (via Sales Tax Revenues and Gross Sales Receipts).

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 Identify competitors and track their increases and decreases as compared to the City's increases and decreases during the same period of time.

The <u>Tourism Status Report</u> is a component of each <u>Monthly Report</u>, each <u>Quarterly Report</u> and each <u>Fiscal Year End Report</u>.

- **16.6 Monthly Report** a permanently bound report that shall include, but may not be limited to, the reports listed below:
 - Budget Status Report
 - Comprehensive Expenditure Report
 - Work Plan Status Report
 - Tourism Status Report
- **16.7 Quarterly Report** a permanently bound report that shall include, but may not be limited to, the following reports from the previous three (3) months' **Monthly Report**:
 - Budget Status Report
 - Comprehensive Expenditure Report
 - Work Plan Status Report
 - Tourism Status Report
- **16.8** The **Fiscal Year End Report** is a detailed, <u>permanently bound</u> report, that shall include, but may not be limited to, all the Fiscal Year's **Quarterly Reports**.

17.0 TARGET FOCUS AREAS

- 17.1 The Target Focus Areas are identified areas of need that have been deemed crucial to the success of the Purpose / Mission as established herein. The Selected Service Provider is expected to offer feedback, suggestions, additions or revisions as they deem, based on new innovative strategies in the industry or past experience, crucial to the success of the Purpose / Mission. These suggestions shall be submitted to the Hotel Tax Review Committee for approval of inclusion in the Target Focus Areas. The City identified Target Focus Areas shall include, but shall not be limited to, the following:
 - Record, Track and Evaluate Tourism in East Point
 - Generate an East Point Strategy, Brand and Logo for Tourism
 - Promote and Market the Tourism Industry
 - Promote and Market the City as a Destination

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18.0 WORK PLANS

18.1 A **Work Plan** is a strategic road map that guides the Selected Service Provider in the direction necessary to achieve success in the identified **Target Focus Area**. The Selected Service Provider is expected to offer feedback, suggestions, additions or revisions as they deem, based on new innovative strategies in the industry or past experience, crucial to the success of the **Target Focus Area**. These suggestions shall be submitted to the **Hotel Tax Review Committee** for approval and inclusion in the **Work Plan**. Once the **Work Plan** has been approved, action items implementing the **Work Plan** shall be identified, initiated and performed by the Selected Service Provider or those with whom they have contracted. Due to limited resources, priority shall be given to those programs that maximize impact, leverage the **Budget** and create value for our **Tourism Industry**. The number of visitors reached is not as important as the overall economic impact on consumer behavior. The City identified **Work Plan** items shall include, but shall not be limited to, the following:

A. Target Focus Area - Record, Track and Evaluate Tourism in East Point

- 1. Work Plan: Record the Current Tourism Conditions
 - a. Identify the current number of **Tourism Industry** businesses.
 - b. Identify the current economic return of every one dollar (\$1.00) of public investment.
 - c. Determine how much money is spent at each of the **Tourism Industries** by the tourists in each of the **Tourism Categories** currently (via Sales Tax Revenues and Gross Sales Receipts or directly from the businesses).
 - d. Determine the number of tourists currently staying overnight (and how many days) for each of the **Tourism Categories**. (Keep track of them individually.)
- 2. Work Plan: Track the Tourism Industry and Tourism Categories
 - a. Generate **Tourism Status Reports**
 - b. Carefully monitor increases and decreases as compared to the initial record created and ongoing during the Contract Term.
- 3. Work Plan: Evaluate the Tourism Industry and Tourism Categories
 - a. Evaluate the **Tourism Status Reports**
 - b. Identify possible reasons for changes and submit to the **Hotel Tax Review Committee** proposed adjustments to the **Work Plan**.
 - c. Monitor opportunities through analysis of economic conditions, competitor's increases or decreases, event effectiveness and industry feedback. Submit proposed adjustments to the **Work Plan** in response to the findings to the **Hotel Tax Review Committee**.
- B. <u>Target Focus Area Generate an East Point Strategy</u>, <u>Brand and Logo for Tourism</u>
 - 1. Work Plan: Contract with Graphic Design Firm / PR Marketing Firm

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- a. Develop logo / brand to market and promote East Point as a Tourism Destination
- b. Generate eye catching, easy to integrate and visually pleasing graphics that will inspire travel / tourism
- c. Use throughout the products and programs of information in the **Scope of Service** to create uniformity

C. Target Focus Area - Promote and Market the Tourism Industry

- 1. Work Plan: Increase Tourism Industry Success, Satisfaction and Participation
 - a. Create and distribute a **Tourism Industry** online survey and encourage participation.
 - b. Meet with the **Tourism Industry** and build rapport with them.
 - 1) Offer quarterly or bi-monthly meetings.
 - 2) Offer quarterly caravans tours of the **Tourism Industry**.
 - 3) Discover the areas in which the **Tourism Industries** are currently lacking and service to develop feasible strategies to address their concerns. For example lack of weekend hotel stays:
 - a) Focus: Greatly increase weekend tourism in East Point.
 - i. Generate <u>Tourism Status Report</u> that shows what the current weekend hotel occupancy rates are, sports bookings, restaurant sales, events, etc.
 - ii. Find ways to fill the Hotels / Restaurants on the weekends What is currently trending? Reunions? Food? Sports events?

2. Work Plan: Help Subsidize the Tourism Industry's Advertising / Promotions

- a. Increase engagement of **Tourism Industry** and record and track their participation.
- b. Offer to enroll the **Tourism Industry** in a basic advertising package with Atlanta.net at no cost to them. The **Tourism Industry** may choose, at their own initiative, to upgrade from the basic package.
- c. Produce Concierge Packages (Nice brochures kept at all the **Tourism Industries** detailing all the things to do in all of the **Tourism Categories**.)
- d. Do extensive marketing for the **Tourism Industry** as a collective whole in magazines, online, strategically placing their brochures in Welcome Centers, etc.
- e. Film promotional video of each **Tourism Industry** for television, web site and Welcome Center use.
- f. Provide shuttle system operational costs to and from **Tourism Industry** locations
- g. Ensure that the **Tourism Industry** is competitive and sustainable.
- h. Leverage resource through cooperative marketing programs that create and add value for **Tourism Industry**.

D. <u>Target Focus Area - Promote and Market the City of East Point as a Destination.</u>

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1. Work Plan: Identify Competitors

a. Identify direct competitors and evaluate how to initiate and / or maintain competitiveness with them and submit potential revisions to the **Work Plan** to the **Hotel Tax Review Committee** for their review and approval.

2. Work Plan: Identify Partners

a. Identify relevant industry partners and collaborate with and support strategic partnerships through brand alignment discussions, presentations and strategic planning efforts, as appropriate, to maximize the impact of partnership marketing efforts and to strengthen relationships.

3. Work Plan: Identify and Address Needs and Goals

- a. Generate list of near-term needs, as well as, long-term goals; identify strategic marketing objectives and use these to help prioritize initiatives for inclusion in the **Work Plan**.
- 4. Work Plan: Generate Integrated Sales and Marketing Programs
- 5. Work Plan: Develop a comprehensive communications plan that leverages existing Tourism Industry communications channels.
- 6. Work Plan: Communicate / Coordinate marketing efforts with Georgia Department of Economic Development, Tourism Office
- 7. Work Plan: Create and maintain organized databases for direct marketing efforts.
- 8. Work Plan: Put all resources to their highest and most productive uses to maximize operating efficiencies and the impact of all organizational efforts
- 9. Work Plan: Produce Products and Programs of Information that will Promote Tourism
 - a. New, Comprehensive Tourism-Focused Website
 - 1) Monitor, track and maximize hits on the website
 - 2) Will serve as a fully-integrated communications platform
 - 3) Create customized features to attract and retain target consumer segments.
 - 4) Layout: Interactive, attractive and easy to use / navigate
 - 5) Scrolling photos, videos, etc.
 - 6) Upcoming events / attractions
 - 7) Comprehensive business directory
- 10. Work Plan: Welcome Center Operational Costs (If warranted at this time)
 - a. Rent Space / Utilities (preferably on or close to Main Street)

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- b. Staff Person from 8 A.M. until 5 P.M.
- c. Print Media maps, brochures, handouts, etc.
- d. TV scrolling Documentary / Promotional Videos
 - 1) Place in Storefront for optimal viewing at all hours, especially after hours
 - 2) Scrolling Photos, Videos, etc.
 - 3) Upcoming Events / Attractions
 - 4) Website Information

11. Work Plan: Attractive Street Banners along high traffic roads advertising the Tourism Website

- a. Camp Creek Parkway
- b. Washington Road
- c. Cleveland Avenue / Irene Kidd
- d. Main Street / East Point Street
- e. Norman Berry / Bobby Brown Parkway
- f. Virginia Avenue

12. Work Plan: Wayfinding Signage directing people to specific Tourism Destinations within the City

- a. Camp Creek Marketplace Shopping / Restaurants
- b. Downtown Restaurants
- c. Historical Society
- d. Hillcrest Cemetery
- e. Velodrome
- f. Georgia Sports Park
- g. Welcome Center
- h. Auditorium / Theatre
- i. Civic Center
- j. City Green Space / Commons

13. Work Plan: Kiosks directing people to specific Tourism Destinations and Advertising-specific Tourism Destinations within the City

- a. At the MARTA Station in East Point
- b. In Downtown East Point
- c. On Virginia Avenue, around Hotels
- d. At Camp Creek Marketplace
- e. At the Airport

14. Work Plan: Creation of attractive brochures, pamphlets and other forms of print media advertising East Point as a Destination to place in:

- a. Kiosks
- b. Welcome Center (East Point)
- c. Welcome Centers (Operated by the State)
- d. Airport, City Hall, etc.

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15. Work Plan: Create a Promotional Video / Ad

- a. Advertise the **Tourism Industry**
- b. Use on Cable Television, Websites, Welcome Center and Shuttle

16. Work Plan: Advertising Locally, Regionally and Internationally

- a. Billboard advertising of website and **Tourism Industry**
- b. Magazines (Travel, Trade, Business, etc.)
- c. Online (Pop-ups, Ads, etc.)
 - 1) Balance of purchased search key words (SEM) and search engine optimization (SEO) efforts.
- d. Cable Television promo videos / advertising
- e. MARTA Advertising, Airport Advertising, Shuttle Advertising
- f. Email Marketing / Constant Contact
 - 1) Keep consumers interested and engaged in content and messaging.
- g. Social Media Outreach (Facebook, Twitter, Friendster, Linked In, etc.)
 - 1) Actively create content and participate with audiences in social media.
 - Create customized features to attract and retain target consumer segments.

17. Work Plan: Digital Display / Permanent Signage at Major Gateways and Around High Traffic Areas

- a. Major Gateways to the City
- b. Camp Creek Parkway / I-285
- c. Cleveland Avenue / I-75/ I-85
- d. Highway 166 / Langford Parkway
- e. Camp Creek Parkway and Airport
- f. Virginia Avenue /Bobby Brown Parkway
- g. Womack Avenue and Main Street (Highway 166 exit)
- h. Main Street (East Point Line at College Park)
- Continuously scroll information about the new tourism website, and information about upcoming conventions, sporting events and other upcoming tourist attractions / programs under the various **Tourism Categories**

18. Work Plan: Shuttle System Operational Costs (If warranted at this time)

- a. Shuttle System to **Tourism Industry** from Airport and Hotels (possible partnership with adjacent cities)
- b. Operators (limited hours: Friday through Sunday, 9am to 9pm)
- c. Maintenance / Servicing / Storage Costs
- d. Scrolling Television on Shuttle

19.0 CONTRACT TERM REVIEW

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19.1 During the last month of the **Initial Contract Term**, the **Hotel Tax Review Committee** shall perform a **Contract Term Review** to review and evaluate the Selected Service Provider's performance. At that time, the City reserves the right to allow the current Contract to expire at the end of the Initial Term or to exercise the **Optional Contract Term**. If exercised, the **Optional Contract Term** shall generate a new Contract and **Budget** and must be approved by the City Council.

19.2 Completion of the Scope of Service to the Satisfaction of the City

19.2.1 The Selected Service Provider shall be the <u>sole party</u> responsible for the satisfactory performance of the **Scope of Service**, and shall be responsible for the quality and quantity of any Services assigned to or performed by Subcontractor(s) or other providers of products or services contracted to provide Service(s) as a part of the successful completion of the **Scope of Service**.

19.3 Final Inspection and Approval of the Services Performed

- **19.3.1** If upon final inspection of the work, poor workmanship, deficiencies or incompleteness is found to exist, the **Hotel Tax Review Committee** shall provide the Selected Service Provider with a detailed list of the deficiencies. Upon receipt of the list, the Selected Service Provider shall immediately and without any undue delay correct the listed deficiencies as a part of the existing **Scope of Service** and the existing Contract.
- **19.3.2** If the Selected Service Provider fails to correct the deficiencies detailed during the final inspection or complete the **Scope of Service** in a timely manner, the City shall retain the option of assigning the service(s) to another Provider and the Selected Service Provider originally contracted to perform the service(s) shall be responsible for payment in full and / or reimbursement in full of any and all charges associated with the correction of the deficiencies or the successful completion of the **Scope of Service** to the satisfaction of the **Hotel Tax Review Committee**.

19.4 Provide Written Guarantees

19.4.1 A written guarantee shall be provided to the **Hotel Tax Review Committee** by the Selected Service Provider stating that all services performed as a part of the **Scope of Service** were accomplished in full accord with the guidelines of any and all applicable laws and in a manner that meets or exceeds the highest standards in the industry.

19.5 Culpability

19.5.1 If, for any reason, the Selected Service Provider fails to expend the funds in a manner allowed by law and / or within the time frame stipulated by law, **the Selected Service Provider**, not the City, shall be held **solely responsible** for any and all consequences that may be enacted by the Department of Community Affairs, the State or Federal Government, the City of East Point or any other governing parties as a direct, or indirect, result of the oversight and / or any missed deadlines.

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20.0 PROPOSAL FORMAT / CONTENT GUIDELINES

- **20.1** Qualified and interested Prospective Service Providers are to provide the City of East Point, Georgia, with a **thorough and complete** response using the following guidelines:
 - All proposals shall be typed using no less than a 10-point font size, and shall contain no more than thirty (30) pages.
 - Page count shall include any introductory letters, transmittal sheets and the résumés of key individuals, but shall <u>exclude</u> the front and back covers, <u>Prospective Service Provider's Contact Information Sheet</u>, <u>Prospective Service Provider's Minimum Qualifications Compliance Documents</u>, <u>Prospective Service Provider's Sworn Statement</u>, <u>Table of Contents</u> pages, index sheets or tabs, tables, charts, or other requested graphic exhibits.
 - Information requested by the City under separate cover shall **not** be included in the total proposal page count.
 - Requested brochures, technical data sheets, schematics, drawings, warranties, service
 agreements, maintenance agreements, sales literature, etc. shall <u>not</u> be included in
 the total proposal page count.
 - All proposals should be straight forward, concise and provide "layman" explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of your company's offering and how it represents the **best overall value** to the City.
 - Proposals that appear unrealistic in the terms of commitment or staffing / personnel needs, or that appear to lack competency or integrity or are indicative of a failure to fully comprehend the complexity and inherent risks of the proposed Contract may be rejected by the City.
- 20.2 Proposals do not have to be professionally produced nor professionally packaged, but shall be neat and orderly in appearance and well organized. To be considered substantive, a proposal must respond to all requirements of the RFP. Prospective Service Providers should provide any other information thought to be relevant to the RFP and your company's capabilities to provide the services requested. The following sections / content must be included in the Prospective Service Provider's response in order for the response to be considered "responsive", and shall appear in the following order to facilitate the ease of perusal and evaluation:

Front Cover

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a front cover has been provided for the proposal.

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Prospective Service Provider's Contact Information Sheet

The <u>Prospective Service Provider's Contact Information Sheet</u> contained in this RFP packaged shall be completed and signed by an individual authorized by the Prospective Service Provider to legally bind the company.

The address and other contact information provided on this sheet shall be that of the Provider's office from which the City's Contract shall be managed, therefore, it ideally also represents the Provider's location closest to the City of East Point, Georgia. The Prospective Service Provider's Contact Information Sheet shall be the FIRST sheet of each of the Provider's response packages. Please do NOT cover the Prospective Service Provider's Contact Information Sheet with a fly leaf, index or tab page, Letter of Introduction, Table of Content, etc. When the cover of the proposal is opened, this should be the first page that is seen.

Prospective Service Provider's Minimum Qualifications Compliance Documents Each
Prospective Service Provider shall provide proof to the City that they meet or exceed the
minimum qualifications established for award of this Contract.

Information you must include in this section:

- 1. The Selected Service Provider must be a **Destination Marketing Organization (DMO)** or a **Convention and Visitor's Bureau (CVB)** that is a **Private, Non-Profit 501(c)6 Organization** that complies with Section 48-13-51 (a) (5.1) of OCGA. Documentation that provides proof of **501(c)6** status must be provided to the City in this section of the proposal response package.
- 2. The **primary mission** of the Selected Service Provider must be to market and promote their clients as a destination for tourism and conventions of trade. A copy of each Prospective Service Provider's **Mission Statement** must be provided to the City in this section of the proposal response package.
- Prospective Service Provider's Sworn Statement

The Prospective Service Provider shall provide a notarized statement that certifies the Prospective Service Provider and their subcontractors (if any) have no conflicts of interest what so ever pertaining to these services and have not, in any manner, entered into a collusive, or otherwise illegal or unethical arrangement of any type.

Table of Contents or Index of Contents

Prospective Service Providers must use dividers of some type to separate sectional content. Dividers may be plain paper, plastic, heavy-weight stock, tabbed or untabbed, but tabbed dividers are preferred by the City as they do facilitate the ease of perusal and content evaluation.

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 Letter of Introduction (or Cover Letter) / Executive Summary (or Project Summary) Section

The <u>Letter of Introduction</u> (or Cover Letter) / <u>Executive Summary</u> (or Project Summary) shall not exceed three (3) pages in length. This section shall summarized key elements of the Prospective Service Provider's understanding of the City's needs and the key elements of the Provider's offering that will directly address those needs and, thus, make the Provider the best-valued Provider. If it is necessary for the City to prepare an <u>Executive Summary</u> of this proposal, the information contained in this section must be extractable and of such a nature that it shall function as the <u>Executive Summary</u>.

An individual authorized by the Prospective Service Provider to legally bind the Provider shall sign the <u>Letter of Introduction</u> (or Cover Letter) / Executive Summary (or Project Summary. The prepared letter / summary shall clearly stipulate that the contents of the proposal offer and the proposed cost or fee schedule(s) shall be valid during the full initial term of the Contract.

<u>Information you must include in this section:</u>

1. Details of your understanding of what the City of East Point is seeking in regards to the services requested.

<u>Information you may also wish to include in this section:</u>

- 1. Provide a brief description of your organization's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any business partners.
- 2. Provide a brief description of the scope of services your organization can provide and your organization's estimated annual revenue.
- 3. Provide a brief description of your organization's quality assurance program and applicable procedures.

Methodology / Approach Section

The Methodology / Approach section shall provide a detailed description and / or outline of the approach and methodology the Prospective Service Provider shall use to accomplish the Services requested by the City in this RFP and how the Prospective Service Provider intends to achieve the City's full satisfaction with their performance.

At a minimum, this section of the proposal shall include specific details of the processes and procedures the Prospective Service Provider intends to employ to

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perform the service and information regarding the quality assurance measures the Prospective Service Provider shall put into place to ensure the services provided meet or exceed the City's expectations.

Any additional information that substantiates or supports the Prospective Service Provider's abilities and capabilities to accomplish the tasks associated with this Contract should also be detailed in this section.

<u>Information you must include in this section:</u>

- 1. The Selected Service Provider must be **creative and innovative** and able to provide the highest level of destination marketing services possible. After a thorough review of the **Scope of Services** contained herein, each Prospective Service Provider must detail in their proposal response package recommendations for additional **Target Focus Areas** or **Work Plan Items**, or revisions of the City's plan based upon their knowledge, past successes and experience in the industry. Prospective Service Providers should also include recommendations for **new**, **innovative approaches** that will increase the overall success of the Selected Provider's **Purpose / Mission** as stated herein.
- 2. Provide a proposed Action Plan. This Plan of Action shall be realistic, shall be time-based and shall have relevancy to meeting the City's objectives and the timelines the City has established for the required services.
- 3. Provide a synopsis of your knowledge of the City of East Point and the issues, both pro and con, that may play a role in providing the services requested.

Information you may also wish to include in this section:

- 1. Does your organization have a written code of conduct or a set of standards for professional behavior? If so, describe how the code or standards are monitored and enforced.
- 2. Describe how your recommendations to clients are reviewed and monitored by your organization to ensure they are sound and represent the highest standards possible.
- 3. Describe any potential conflict of interest issues your organization might have in providing services the City.
- 4. Describe how your organization identifies and manages conflicts of interest when they do arise.
- 5. Describe any services your organization can exclusively perform that other Prospective Service Providers may not be able to provide or cannot provide as efficiently or effectively.
- 6. Detail any services you are unable to perform that are requested by the City

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and provide your organization's suggested alternatives to each.

- 7. Describe the resources your organization has available that can specifically address the needs of a public sector client.
- 8. If your organization utilizes external advisors or subcontractors with expertise in a specific area, describe how these advisors are used in conjunction with your organization's internal, resident expertise. List any and all subcontractors who might be engaged in providing services for the City in conjunction with this Contract.

Background / Experience / Qualifications Section

The Background / Experience / Qualifications section shall describe the Prospective Service Provider's familiarity with providing services of a similar nature to other governments of a similar size with similar needs.

Information you must include in this section:

- 1. Provide a brief description of your organization's background and discuss your organization's specific experience in the area of providing the requested services.
- 2. Provide information regarding the number and types of similar projects that you or your organization (including, but not limited to, current DMO Leadership staff) has participated in within the past seven (7) years with emphasis upon projects involving a similar scope and similar need.
- 3. Provide full disclosure of any prior and / or existing legal actions in which you or your organization are connected in any manner as a direct, or indirect, result of providing or participating in any DMO or CVB contracts. Litigation or potential litigation involving the performance of DMO or CVB services, or lack thereof, breach of confidentiality and / or conflicts of interest matters shall also to be fully disclosed in this section. NOTE: The failure of any Provider to make full and complete disclosure as requested herein shall result in an immediate termination of any contract awarded.

<u>Information you may also wish to include in this section:</u>

- 1. Provide a more comprehensive description of your organization's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any business partners.
- 2. Detail any significant developments in your organization such as changes in ownership, restructuring, staff reductions or expansions or personnel reorganizations that might be significant to the award of this contract.
- 3. Detail any anticipated changes in your organization that may take place in the immediate to near future and may have a direct bearing on the City's contract or

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the performance of the services by the Prospective Service Provider.

- 4. Within the last seven (7) years, has your organization or an officer or principal been involved in litigation or any other legal proceedings related to providing DMO or CVB services for clients? If so, please provide an explanation and indicate the current status or disposition of each situation.
- 5. Has your organization ever been censured by any regulatory body? If so, please describe the situation and the circumstances. Give complete details regarding the name and address of the censuring or regulating body and the exact nature of the censure itself. Failure to disclose information regarding your organization's censure by a regulatory body may result in the immediate termination of a contract award if such information is brought to the City's attention after the award of the contract.

References Section

In the References section, the Prospective Service Provider shall provide relevant information on those for whom they have provided similar DMO or CVB services. The references provided must be no more than five (5) years old and shall include a valid contract name, contract contact information, the dates services were provided and the scope or nature of the services provided.

Information you must include in this section:

1. The Selected Service Provider must be able to demonstrate a record of reliability, fiscal responsibility and a minimum of five (5) years' experience in destination marketing (this includes experience by current Leadership positions in your organization). Each Prospective Service Provider must provide references to the City in their proposal response package that validate this minimum experience requirement. Provide a list of between four (4) to six (6) professional references who have consented to answer questions in regard to your organization's performance and qualifications in providing the required services. Current, valid contact information including agencies / governments names, representatives' names, contract numbers, street addresses, mailing addresses, telephone numbers and email addresses shall be provided for each reference included in this section.

Information you may also wish to include in this section:

- 1. Provide the address of your corporate office and the addresses of any offices that may service the City's contract.
- 2. Provide a list of public sector clients who have terminated a relationship with your organization during the past five (5) years and provide their reasons for doing so. A valid client name, contact name, address, telephone number and email address must be provided for each client listed.

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 Workload and Commitments / Staffing / Administration / Personnel Qualifications Section

In this section, Prospective Service Providers shall provide the City with the existing workload of the personnel that shall be assigned to this Contract and demonstrate their ability to meet or exceed the City's expectations without either a compromise in quality or a delay in the service timeline.

In this section, Prospective Service Providers shall also provide a list of the individual(s) who shall be assigned to work on the City's contract in the capacity of a Supervisor or greater, and shall indicate the function(s) each person shall perform and the areas of responsibility each shall assume.

Additional information that Providers wish to have considered such as professional awards, performance recognitions, memberships, specialized training, etc. should also be included in this section.

NOTE: Upon award of the Contract and during the term of service, if the Selected Provider chooses to assign different personnel to the Contract in the capacity of Supervisor or greater, the Provider shall submit their names, contact information, qualifications and other information listed herein to the City for approval <u>prior to</u> that person commencing work upon the Contract.

Services provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Provider without the expressed written consent and authorization from the Hotel Tax Review Committee, unless otherwise stipulated herein. Under no circumstances shall the City of East Point allow or permit any of the services described herein to be subcontracted or assigned without prior written consent and full approval of the Hotel Tax Review Committee.

Information you must include in this section:

- 1. Submit a brief listing of other contracts or projects, major and minor, to which the Provider's personnel who are assigned to the City's Contract shall also be assigned. Detail the division of time the personnel are anticipated to devote to each of the contracts or projects to which they are assigned.
- 2. Submit brief résumés for all key personnel (Supervisor or greater) that shall be involved with the Contract.
- 3. Provide details regarding the size of your staffing and the current availability of staff members to <u>immediately</u> begin working on the City's contract and devote a majority of their time to providing the services.

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Information you may also wish to include in this section:

- 1. Provide the number of staff professional employed with your organization and the average length of time the majority of the professionals have been employed by your organization.
- 2. Provide an organizational chart of your organization.
- 3. Provide more detailed educational and career information for each staff professional that will be assigned to the City's contract.
- 4. Provide a description of the role and responsibilities each staff professional assigned to the contract shall assume.
- 5. Provide your team's experience with other businesses or other public sector entities.
- 6. State whether the individuals who shall be assigned to the City's contract have any responsibilities or areas of expertise other than providing DMO or CVB services, and if so, specify those responsibilities or areas of expertise.
- 7. Describe your organization's backup procedures in the event key personnel assigned to the City's contract should leave your organization, or be unable, for whatever reason, to perform their duties for a period of time, or be transferred or promoted to another department or division, or express a desire to be assigned to another contract or project.

Software / Hardware and Samples of Correspondence / Forms / Reports / Other Printed Materials

This section shall address the software and the hardware the Prospective Service Provider intends to use to provide the service. In addition to a discussion of the software and hardware, the Prospective Service Provider should include samples of any written correspondence, forms, reports and / or other printed materials they shall routinely use in providing the services requested herein. Example pages prepared under other contracts and / or examples of charts and graphs routinely used should appear in this section.

<u>Information you may also wish to include in this section:</u>

- 1. Give a brief overview of the hardware systems and software programs that shall be used to produce reports and other electronic or hard-copy deliverables to the City.
- 2. Provide a description of your organization's IT data backup capabilities and your disaster recovery plan as it relates to the equipment, software, data bases, data tapes and IT / administrative / clerical personnel that would be used to provide the services required by the City.

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Detailed Administrative Cost / Fee Section

Please provide a detailed explanation of the Provider's administrative cost / fee structure for successfully implementing, managing and overseeing the services to be provided.

NOTE: The City shall reserve the right to decline full acceptance of any Prospective Service Provider's proposal and / or the completion of all tasks outlined in any proposal, and reserves the right to accept only those elements of any proposal that the City feels are necessary to meet the City's primary objectives.

Information you must include in this section:

1. The Selected Service Provider must be cost-efficient and provide the best overall value to the City. East Prospective Service Provider must detail their **Administrative Cost / Fee** for successfully implementing and overseeing / managing the **Scope of Services** contained herein. Detail the billable charges the City should anticipate if your organization's services are engaged. Provide a sample legal agreement, along with <u>an estimate</u> of the total amount of monies that will be charged to the City if your organization is engaged to perform the services detailed herein.

Information you may also wish to include in this section:

 Describe your organization's pro-active measures in controlling the costs of services rendered for a client and the steps your company will take to ensure accurate invoicing.

Other Benefits

May include organization partnerships, facilities, or infrastructures that may enhance the effectiveness of the services provided in this agreement.

<u>Information you may also wish to include in this section:</u>

1. Describe any facility or event that may be used to benefit the Tourism activities for the City of East Point.

Back Cover

May be plain, decorated, opaque, translucent, plastic, cardboard, heavy-weight stock, paper, etc. The only thing the City is interested in is the fact that a back cover has been provided for the proposal.

Proposal Binding

The ORIGINAL proposal shall NOT be bound and should be provided to the City in an unbound, signed condition and shall be conspicuously marked "ORIGINAL". All COPIES of the proposal SHALL BE IDENTICAL

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TO THE ORIGINAL AND SHALL BE BOUND IN A PERMANENT MANNER and shall be conspicuously marked "COPY". The binding employed may be as complex as a glued binding or simple as a spiral binding, but it shall be secure and permanent in nature. Three-ring binders, duo-tangs, paper clips, binding clips, and staples are NOT considered permanent binding materials by the City and should not be employed by Prospective Service Providers.

21.0 BASIS OF AWARD / EVALUATION CRITERIA

- **21.1** It is the intent of the City to award a Contract to a responsive, responsible Prospective Service Provider who can best demonstrate: 1.) qualifications that meet or exceed the City's minimum requirements, 2.) a response that has been submitted in accordance with and meets all of the terms and conditions stipulated in the solicitation package, 3.) the most responsive feedback in regards to an innovative, comprehensive approach to the successful completion of the **Scope of Service**, 4.) a sound, justified and reasonable administrative cost / fee proposal.
- **21.2** The City's evaluation and selection process shall be a qualifications-based selection process for professional services. Proposal response packages shall be evaluated by an Evaluation Committee to determine the best overall RFP conformance and the best-valued offering to the City for the services proposed by the most responsive, responsible Provider. The City shall use some or all of the following criteria for evaluating and comparing the proposal response packages submitted. The specific criteria listed are not necessarily all-inclusive and the order in which they appear is not intended to indicate their relative importance to one another. Evaluation of the proposal response packages shall initially be based upon a one hundred (100) point scoring system. The scoring range for each criteria is provided below:
 - The Prospective Service Provider's methodology and approach to the service, including
 their understanding of the services desired, compliance with the City's requirements,
 responsiveness to the RFP; the thoroughness of the procedures, methods, and
 techniques to be utilized in the Provider's proposed process; the timeline and the
 willingness of the Provider to tailor their processes based upon the City's needs and
 input. O to 40 points
 - The Prospective Service Provider's past performance with other clients, their
 experience, qualifications and stability. The Provider's ability and capability to perform
 the services required in a satisfactory manner. Recent experience in conducting
 similar scope, complexity and magnitude of services for others. The qualifications and
 experience of the Prospective Service Provider and their staff members, length of time
 in business and other matters related to relevant experience. O to 20 points
 - The appropriateness, soundness and flexibility of the Provider's administrative cost / fee proposal; the cost of the Prospective Service Provider's services.
 O to 40 points
- 21.3 In addition to the evaluation and scoring of the proposal response packages, the City may also

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wish to conduct Provider interviews or to have the Providers demonstrate their offerings and / or capabilities through a prepared presentation. If either is employed in the evaluation process, a separate scoring system shall be assigned to this segment of the Provider's evaluation, in which case each Provider's overall score shall exceed the one hundred (100) points stated herein.

22.0 PRESENTATIONS AND DEMONSTRATIONS

22.1 If, in the opinion of the City of East Point, Georgia, interviews and / or presentations by Prospective Service Providers are desired as part of the evaluation process, the City of East Point, Georgia, shall notify the selected Providers and shall make arrangements for such interviews and / or presentations. The Providers selected to be interviewed and / or make a presentation shall be given equal notification and shall be provided with an equal amount of time for their interview and / or presentation. The City reserves the right to present questions and / or make other inquiries of the Providers as a part of the process. All such interviews and / or presentations shall be conducted at the convenience of the City.

23.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

- **23.1** Prospective Service Providers wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered "non-conforming" and "non-responsive" in nature and may be disqualified from award competition.
- 23.2 <u>PLEASE NOTE</u>: A valid solicitation response shall consist of one (1) signed, <u>unbound</u> original that is conspicuously marked "ORIGINAL" and six (6) <u>permanently bound</u> photocopies that are <u>identical to the original</u> and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclosed <u>identical permanently bound</u> copies of the original materials may result in the disqualification of a submittal.
- **23.3** The response must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

"RFP No. 2014-1515 – Destination Marketing Organization (DMO)
RFP Due Date: Wednesday, June 4, 2014"

23.4 The outside of the envelope / package must contain the **name**, **address and a valid contact telephone number** for the Prospective Service Provider. All such markings must be affixed in a legible and indelible manner. If the solicitation response is submitted to the City via the U. S. Postal Service or delivered via courier or delivery service (FedEx, UPS, DHL, etc.), the sealed envelope / package must be enclosed in a separate mailing envelope / package and must be clearly notated "**RFP Response Enclosed**" on the outside to differentiate these parcels from those containing questions or inquiries.

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23.5 All solicitation responses must be addressed / delivered to the following:

Dena Y. Ray
Contract Specialist
Contracts and Procurement Department
1526 East Forrest Avenue, Suite 400
East Point, Georgia 30344

Telephone: 404.270.7138

- 23.6 This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall <u>not</u> be given award consideration. Any and all responses received in such a manner shall be destroyed in an unread condition by the City upon receipt. Quotations received for the services stated herein that are not supported by a formal prepared proposal shall not be accepted nor given award consideration by the City. Any such quotations shall be destroyed, in an unread condition upon receipt.
- 23.7 Time is of the essence; therefore, sealed solicitation responses must be received by the City no later than Wednesday, June 4, 2014, hereafter referred to as the Proposal Due <u>Date</u>.
- **23.8** Each Prospective Service Provider is solely responsible for assuring the timely delivery and arrival of their solicitation response at the address provided above. The City is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to or delivered to another person, department or location within the City. Solicitation responses received by the Contracts and Procurement Office after the time and / or date specified above shall not be opened or given award consideration and shall be destroyed by the City in an unopened condition, unexamined condition upon receipt.
- **23.9** Before submitting a solicitation response, Prospective Service Providers must ascertain that all numbered addenda issued by the City have been received by them, and shall acknowledge the receipt of any and all numbered addenda on the appropriate form(s) provided and include all such forms in their response package. It is the sole responsibility of the Prospective Service Provider to assure they have received any and all numbered addenda, and the City shall not be held responsible for any oversight and / or omission. All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Service Providers on the City's web site located at http://www.eastpointcity.org.
- 23.10 Prospective Service Providers are discouraged from contacting the City for information regarding the schedule for the issuance of numbered addenda, addenda content, addenda requirements, etc. The City shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired. All numbered addenda, in their entirety, shall be made available, free of charge, to all Prospective Service Providers on the City's web site located at http://www.eastpointcity.org.

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- **23.11** Responses that are prepared and submitted by Prospective Service Providers without benefit of the data contained in any and all issued numbered addenda shall be considered "non-conforming" and "non-responsive" in nature and may not be given award consideration by the City. Responses that do not contain signed addenda acknowledgement forms shall be considered "non-conforming" and "non-responsive" in nature and may not be give award consideration by the City.
- **23.12** Please refer to the City's **Invitation to Participate** / **Request for Proposals (RFP)** for the City's **Solicitation Terms and Conditions** and other information relevant to the submittal of a response to this request.

***** END OF PART II. SCOPE OF SERVICES ******
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I certify that I am an officer / authorized representative of the organization listed below and that the information and offerings enclosed in this RFP package accurately represent the capabilities of the organization listed below in regards to providing the goods and / or services indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response to furnish any information that may be deemed pertinent or necessary to verify information provided or regarding the reputation and / or capabilities of the organization. I hereby bind my organization and on their behalf agree to furnish the goods and / or services at the terms stated in the attached response, subject to all instructions, conditions, specifications, addenda et cetera pertaining to the aforementioned solicitation at the Franchise Fee percentage contained herein. I hereby attest I have read the solicitation documents, including all attachments, specifications, and believe I fully understand the City's requirements and needs.

My/Our company is a: □ Sole Proprietor	□ Corporation	□ Partnership	□ Joint Venture
Company Name:			
Address:			
City / State / Zip:			
City / State / Zip: Federal ID Number:			
Telephone Number:			
Fax Number:			
Web Address, if any:			
Representative's Name:			
Title:			
Email Address:			
Cell Phone Number:			
Signature:			
Date:			

This page <u>must</u> be completed and should be the first page of each and every response package included in a submittal. A valid RFP submittal shall consist of one (1) signed, unbound original response conspicuously marked "ORIGINAL", and six (6) <u>permanently bound</u> photocopies that are <u>identical</u> to the original response and are conspicuously marked "COPY".

Failure to submit the response in the manner stated above and instructed herein or failure to enclose additional requested documentation may result in the disqualification of your submittal.