



Contracts and Procurement Department

1526 East Forrest Avenue, Suite 400

East Point, Georgia 30344

Telephone: 404.270.7138

Fax: 404-270-7824

DATE: June 13th, 2011
TO: All Prospective Providers
FROM: Contracts and Procurement Department
RE: RFP No. 2011-1418 – Contract for Professional Public Relations Consulting Services for the City of East Point, Georgia

Greetings,

The City of East Point, Georgia is soliciting sealed proposals from qualified Service Providers who are interested in providing Public Relations Consulting Services to the City Manager's Office. The services shall include, at a minimum, the development of a full marketing campaign and strategies to promote a positive image for the City of East Point, Georgia. Specifics regarding the City's requirements and needs are contained in this official RFP package.

The City has initiated a Customer Care Department to handle customer utility billing processes and customer service issues, and incorporated Budget Billing services, and a Senior Discount Program.. The Customer Care Department was initiated to enhance communication and streamline operations between related functions by grouping related divisions together under one department (Meter Reading, Customer Service and Cashiering). As a result of these and other forward-thinking initiatives, the City is seeking a new, positive identity that will brand the City as a most desirable place to live and conduct business. The Selected Provider shall be responsible for the development and implementation of the marketing campaign strategies associated with this new brand and a rebirthing of the City of East Point.

To participate in this solicitation, Prospective Service Providers must have, at a minimum, five (5) year's worth of experience in developing marketing and Public Relations campaigns for government entities at the state, county or municipal level.

To participate in this solicitation, Prospective Provider shall be required to provide the City with a formal response package presented and formatted in the manner stipulated herein. This response package must contain, among other things:

- A cover letter containing a statement of interest expressing the professional experience of the consultant including documentation of similar campaigns.
- A list of a least four (4) to six (6) professional references to support experience in working with campaigns of a similar size and scope for other governments and / or governmental entities. Knowledge of the Metro-Atlanta area and its demographics, in particular the South Atlanta area's demographics shall be most beneficial.
- An organizational chart that identifies the key team members and provides information regarding their professional experience, affiliations, and experience with comparable projects, within the past five (5) years.
- A scope of services that shall contain an overview of the campaign and the work the consultant proposes to perform, including key milestones, recommended reporting to the City, meetings and presentations, et cetera.
- A time line in chart form that shows key aspects of the campaign with corresponding anticipated dates.
- A listing of your firm's current projects that identifies all potential City team members' current responsibilities in regard to those projects and your firm's current workload, commitments and / or obligations to others.
- A formalize cost proposal that shall be submitted in a separate sealed envelope and shall detail the proposed budget and the anticipated expenses for the required services.

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CONTRACT FOR PROFESSIONAL PUBLIC RELATIONS CONSULTING
SERVICES FOR THE CITY OF EAST POINT, GEORGIA

PART I. SOLICITATION TERMS AND CONDITIONS

1.0 EXAMINATION OF RFP DOCUMENTATION

1.1 Prospective 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 Request for Proposal (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 PRE-PROPOSAL CONFERENCE AND SITE VISITS

2.1 The City has not scheduled a Pre-Proposal Conference nor a Site Visit, and does not anticipate scheduling one at a later date. If it is felt necessary, Prospective Providers are welcomed to visit the City at their leisure and on their own time; however, meetings and / or discussions with City personnel and / or elected or appointed officials shall not be scheduled and shall not take place and, therefore, should not be anticipated. Please reference **Paragraph 3.1** and **Paragraph 4.1** regarding restrictions.

3.0 INQUIRIES, CLARIFICATIONS AND REQUESTS

3.1 From the date of issue to the Public until after the Notice of Award has been officially issued by the City, Prospective Providers shall ONLY make 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 or department 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 and shall not receive consideration for award.

3.2 Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the Proposal Due Date must be submitted in writing to Dena Ray, Contract Specialist, Contracts and Procurement Office, 1526 East Forrest Avenue, Suite 400, East Point, 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 "Inquiry 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 Monday, June 27th, 2011. (Please note, this is NOT the Proposal Due Date.) Electronically submitted (faxed and / or emailed) requests for changes and / or time extensions shall be given consideration if they are concise, clearly worded and submitted to the City in a timely manner. If

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communication with the City is achieved via facsimile, please include a cover sheet to ensure receipt of correspondence by the Contracts and Procurement Department.

3.3 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 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 Providers if such inquiries prove to be inconsequential or become too numerous or overbearing to handle in an expedient manner.

4.0 VERBAL COMMUNICATION

4.1 From the date of issue to the Public until after the Notice of Award has been officially issued by the City, Prospective Providers shall ONLY make 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 or department 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 and shall not receive consideration for award.

4.2 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 ONLY. 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 Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

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 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 Providers if such inquiries prove to be inconsequential or become too numerous or overbearing to handle in an expedient manner.

5.0 ALL-INCLUSIVE PROPOSAL

5.1 Unless otherwise stated herein, the proposal submitted by the Prospective 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

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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.

5.2 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 charges for goods and taxes of any type or kind.

6.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

6.1 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 "non-responsive" in nature and may be disqualified from award competition.

6.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed, unbound original that is conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials may result in the disqualification of a submittal.

6.3 The response must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

"RFP No. 2011-1418 – Public Relations Consulting Services
RFP Due Date: 4:00 P.M., Friday, July 15th, 2011"

6.4 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

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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.

6.5 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

6.6 This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not 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.

7.0 TIMELY RECEIPT OF PROPOSALS AND DELIVERY RESPONSIBILITY

7.1 Time is of the essence; therefore, sealed solicitation responses must be received by the City no later than 4:00 P.M., Friday, July 15th, 2011, hereafter referred to as the **Proposal Due Date**.

7.2 Each Prospective 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.

8.0 ADDENDA

8.1 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 Providers are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

8.2 If required, numbered addenda shall be issued to all Prospective Providers who are on record as

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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 Providers on the City's web site located at <http://eastpointcity.org>.

8.3 Before submitting a solicitation response, Prospective 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 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 Providers on the City's web site located at <http://www.eastpointcity.org>.

8.4 Prospective 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 Providers on the City's web site located at <http://www.eastpointcity.org>.

8.5 Responses that are prepared and submitted by Prospective 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.

9.0 VALIDITY OF RESPONSES

9.1 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 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 11.0** for further details regarding the circumstances.

9.2 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.

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10.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES

10.1 By submitting a response to this solicitation, the Prospective Provider agrees to and attests to the understanding that a sealed response may not be modified, withdrawn nor cancelled by the Prospective Provider after 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 **Section 11.0** for further details regarding these specific circumstances.

10.2 Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Provider by providing notice to the Contracts and Procurement Department. Such notice shall be in writing over the signature of the Prospective Provider. The requesting Prospective 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 Provider. If the Prospective Provider designates to have the response returned, unopened, the Prospective Provider must arrange to pick up the unopened solicitation response. Under no circumstances shall withdrawn or cancelled responses be returned to the Prospective Provider at the City's effort or expense.

10.3 Sealed responses that are withdrawn or cancelled shall not be opened on City property or in the presence of competing Prospective Providers, nor shall the contents of withdrawn or cancelled responses be discussed with or made available to competing Prospective Providers. Violation of this condition shall result in the immediate disqualification of all Prospective Providers who participate in such actions. 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.

10.4 Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Provider up until the time and date designated as the RFP Due Date.

11.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS

11.1 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.

11.2 Any obvious clerical mistakes, included but not limited to an error in the calculation of a price 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 Provider's original solicitation response after written verification that a clerical mistake did occur is received by the City from the Prospective Provider.

11.3 Corrections of other errors may be allowed following a written determination by the City that the

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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 both as received and as actually intended is the best-valued response received.

11.4 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 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.

11.5 If there is no clear and convincing evidence that a mistake or error has occurred, the Prospective 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 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.

12.0 NON-REIMBURSEMENT OF EXPENSES

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

13.0 PUBLIC OPENING AND DISCLOSURE

13.1 Properly identified responses received on time shall be publicly opened and the Prospective 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 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 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.

13.2 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.

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13.3 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 Providers and the general public **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 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>.

13.4 **Inquiries regarding previously existing contracts, solicitations previously issued to the Public, 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.**

14.0 RIGHT TO REJECT RESPONSES AND WAIVE TECHNICALITIES

14.1 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.

15.0 RIGHT TO CANCEL SOLICITATION

15.1 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. Cancellation of this solicitation shall not result in any liability to any Prospective Provider for any reason whatsoever.

16.0 CONTRACT AWARD

16.1 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.

16.2 The City may request or require additional information from and / or a meeting with one (1) or more Prospective Provider(s) before making a final determination of award. The City also reserves the right to enter into negotiations regarding price and services prior to making a final determination of award. Any Prospective Provider who refuses to and / or fails to provide such requested information and

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

16.3 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.

17.0 SERVICE PROVIDER PROTESTS

17.1 Any actual or Prospective Provider, Bidder, Offer, Contractor or Subcontractor who is aggrieved in connection with the prequalification, solicitation or award of a contract shall protest to the Director of the Contracts and Procurement Department, Mr. Nesby Ingram (404.270.7206). 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 may be accessed from the City's web site which is located at <http://www.eastpointcity.org> or directly at <http://www.municode.com>.

18.0 INSURANCE REQUIREMENTS

18.1 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 Selected 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.

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18.2 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 East Point, Georgia.

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

19.0 HOLD HARMLESS CLAUSE

19.1 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.

20.0 NONDISCRIMINATION PRACTICES

20.1 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.

21.0 ETHICS

21.1 Prospective Providers shall not offer any gratuities, favors, gifts, honorariums or anything of any monetary value whatsoever 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

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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.

21.2 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 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.

21.3 Any and all Selected 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 under the **Quick 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 / PURPOSE FOR SOLICITATION

1.1 The City of East Point, Georgia, is soliciting sealed proposals from qualified service providers who are interested in providing Public Relations Consulting Services to the City Managers' Office. The services shall include, at a minimum, the creation and execution of marketing initiatives and communication strategies incorporating the following: (1) Creative Marketing / Innovative Media / Positive Brand Identity, (2) Public Relations (3) Internet Marketing, and (4) Multicultural Marketing and Advertising. In order to perform the required Services to the complete satisfaction of the City, a Provider must possess the capabilities, expertise and service commitments necessary to excel in all areas of the Services requested herein.

1.2 Each proposal submitted in accordance with the stated terms and conditions of the solicitation shall be evaluated by an **Evaluation Committee**. The City, at its sole discretion, shall determine the criteria and the process whereby proposals shall be evaluated and an award determination rendered. No damages of any type shall be recoverable by any Challenger as a result of these determinations or decisions by the City. Each proposal shall be evaluated on a combination of factors that shall be defined and stated within the solicitation package.

1.3 The Provider who is deemed by the City to represent the most responsive, responsible, best-valued Provider shall be expected to enter into a contractual arrangement with the City of East Point, Georgia, to work collaboratively with the City to provide the professional services stipulated herein and within the time constraints provided (if any).

1.4 The City has initiated a Customer Care Department to handle customer utility billing processes and customer service issues, and incorporated Budget Billing services, and a Senior Discount Program.. The Customer Care Department was initiated to enhance communication and streamline operations between related functions by grouping related divisions together under one department (Meter Reading, Customer Service and Cashiering). As a result of these and other forward-thinking initiatives, the City is seeking a new, positive identity that will brand the City as a most desirable place to live and conduct business. The Selected Provider shall be responsible for the development and implementation of the marketing campaign strategies associated with this new brand and a rebirthing of the City of East Point.

1.5 The annual budget designated for these services has been established by the City at a **\$60,000.00** maximum. The services of the Selected Provider shall not exceed this amount for the initial Contract term.

1.6 Any and all services rendered by the Selected Provider pursuant to this solicitation or any resultant contract and / or agreement shall be provided in accordance with any and all applicable federal, state, or local guidelines, laws, and regulations.

1.7 Prospective Service Providers must have, at a minimum, five (5) year's worth of experience in developing and implementing Public Relations strategies for municipalities and / or other government entities and must provide viable references, evidence of capabilities and written assurances to the City that confirms and affirms their qualifications to provide the required deliverables.

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1.8 The most qualified Providers must be prepared to present their qualifications and an overview of their ideas and marketing concepts for the re concept of the-birthing of the City and the City's new brand identity.

2.0 OVERVIEW OF THE CITY

2.1 East Point hosts over one hundred (100) shops, boutiques, and restaurants in our renowned Historical Downtown District and the new development of Camp Creek Marketplace. The City of East Point is one of forty-six (46) Georgia cities to receive the designation of a "Main Street Community" by the Georgia Department of Community Affairs.

2.2 The commercial appeal of East Point is evident in the success of the Camp Creek Marketplace activity area which includes over one (1) million square feet of commercial and retail space, including such retailers as Target, Lowes and Barnes and Noble. Increased demand has resulted in the recent completion of Camp Creek Pointe, which includes several retail establishments and two (2) quality hotels. This area is also home to the Camp Creek and South Meadow Business Parks - East Point's largest concentration of prime light industrial and business distribution space. Tenants include Dick's Sporting Goods, Williams Printing, Clorox and Porsche. Area employees and new residents can find numerous housing options in recently completed residential developments in addition to those currently under construction.

2.3 Our city continues to strive for excellence not only in the educational opportunities provided to our youth, but also in our efforts to provide a safe city in which to work, live, and play. Our city prides itself on its accessibility to the entire Metropolitan Atlanta area. We have a Metropolitan Atlanta Rapid Transit Authority (MARTA) station in the heart of our downtown, and our City is less than ten (10) minutes away from Interstates I-285, I-20, and I-75 / I-85. We have one of the most progressive Public Safety Departments in the Metro Atlanta area.

2.4 Public safety is, and will always be, a high priority for our community. We have both a police department and a fire department that is considered one of the nation's best for a community of our size. Collectively, our public safety departments have developed over seventy-five (75) community-based initiatives to support our citizen's engagement in the local community.

2.5 We believe that community-based programs, along with improvements in public safety technology, will ultimately enhance our continuing efforts to further strengthening the core values that have made the City of East Point a great place to live.

3.0 PARTICIPATION REQUIREMENTS

3.0 To participate in this solicitation, Prospective Provider shall be required to provide the City with a formal response package presented and formatted in the manner stipulated herein. This response package must contain, among other things:

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- A cover letter containing a statement of interest expressing the professional experience of the consultant including documentation of similar campaigns.
- A list of a least four (4) to six (6) professional references to support experience in working with campaigns of a similar size and scope for other governments and / or governmental entities. Knowledge of the Metro-Atlanta area and its demographics, in particular the South Atlanta area's demographics shall be most beneficial.
- An organizational chart that identifies the key team members and provides information regarding their professional experience, affiliations, and experience with comparable projects, within the past five (5) years.
- A scope of services that shall contains an overview of the campaign and the work the consultant proposes to perform, including key milestones, recommended reporting to the City, meetings and presentations, et cetera.
- A time line in chart form that shows key aspects of the campaign with corresponding anticipated dates.
- A listing of your firm's current projects that identifies all potential City team members' current responsibilities in regard to those projects and your firm's current workload, commitments and / or obligations to others.
- A formalize cost proposal that shall be submitted in a separate sealed envelope and shall detail the proposed budget and the anticipated expenses for the required services.

4.0 CONTRACT TERM / OPTIONS TO EXTEND

4.1 The contract resulting from this solicitation shall be a twelve (12) month annual contract, commencing on the date the last party executes the contract. The Contract shall have two (2), twelve (12) month options to be exercised at the sole discretion of the City of East Point.

5.0 GENERAL TERMS AND CONDITIONS REGARDING CONTRACT AWARD

5.1 If the Selected Provider does not execute a contract with the City within fifteen (15) calendar days after the receipt of **Notice of Award**, the City reserves the right to award the contract to the next most qualified, best-valued Provider.

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5.2 All information, data, reports and records necessary to perform the Services shall be furnished to the Service Provider without charge by the City, and the City shall pledge to cooperate with the Service Provider in every way possible in the firm's performance of the Services

5.3 The City shall have the right to terminate the contract without cause by providing the Selected 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 Service Provider shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the established termination date.

5.4 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.

5.5 For the purpose of this solicitation, a **business day** shall be defined as any day of the week, Monday through Friday, classified as a "normal weekday", excluding 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 weekdays".

5.6 No analyses, reports, information, data or campaign materials provided to or prepared by the 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 Service Provider for the purpose of advertising their services, or submitted to others as an example, reference, and / or sample of work they have performed for another without prior written approval and consent from the City.

6.0 ASSISTANCE FROM THE CITY

6.1 The City Manager's Office or an appointed designee shall provide the Selected Service provider with administrative support to provide access to the information necessary for the completion of a project plan / campaign. At a minimum, this shall include access to current public relations materials regarding historic and current events, and other pertinent information germane to conducting a comprehensive marketing and branding campaign.

6.2 The administrative support provided by the City shall be assigned to this Project strictly to facilitate access to the City's records and other pertinent and necessary information. The administrative support assigned to this Project shall not be utilized by the Selected Service Provider in any other capacity, under any circumstances.

7.0 REQUIRED DELIVERABLES /RESPONSIBILITIES

7.1 Once the selection process has been complete and projects have been assigned, the Selected Provider shall discuss their proposed marketing concepts, finalize their campaign, detail their budget, key

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deliverables and timelines.

7.2 The City Manager shall provide final approval prior to the Selected Provider executing or implementing any assignments discussed, presented or designed.

7.3 The first assignment shall be to develop a Public Relations Marketing Campaign that promotes a positive image and rebirthing of the City of East Point. Once the Campaign and the budget has been approved by the City Manager, the Selected Service Provider shall be responsible for fully implementing all phases of the campaign, including retaining and compensating subcontractors to complete certain portions of the work. Responsibilities shall include any and all administration, supervision and labor necessary to perform the required services in a professional and proficient manner. The Scope of Services shall include, but shall not be limited to the following:

- Creating a marketing theme and logo
- Participating in composing, preparing and editing communications
- Distributing communications to the media
- Developing and writing news releases and feature stories
- Creating print advertisement and other media marketing tools
- Preparing reports
- Creating brochures
- Creating film, video, radio and other paid advertisements
- Directing direct mail campaigns
- Marketing the Annual Budget
- Marketing the Government Center Project
- Marketing the Move of the Customer Care Department
- Marketing the Budget Billing Program
- Marketing the Senior Discount Program
- Creating and Marketing a new Utility Bill design
- Marketing and media research and analysis
- Planning and coordinating special events
- Initiating Internet campaigns
- Providing other marketing-related services as needed

8.0 SERVICE PROVIDER RESPONSIBILITIES

8.1 The Selected Service Provider shall be responsible for providing any and all transportation, accommodations, meals and / or expenses incurred by those retained by the Selective Service Provider to conduct or participate in the deliverance of the services stipulated herein.

8.2 The Selected Service Provider shall provide any and all equipment, materials, supplies, software and / or hardware necessary to perform the required services in a professional and proficient manner, unless otherwise stipulated herein.

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9.0 PROJECT BUDGET

9.1 As instructed herein (reference **Section 10.3**), Prospective Providers shall submit the price for the proposed services in triplicate, in a separately sealed envelope. **Prices for services must not be included, in any manner, in the Prospective Provider's proposal narrative.**

9.2 The annual budget designated for these services has been established by the City at a **\$60,000.00** maximum. The services of the Selected Provider shall not exceed this amount for the initial Contract term.

10.0 PROPOSAL FORMAT / CONTENT GUIDELINES

10.1 Qualified and interested Prospective 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 **exclude** the front and back covers, **Prospective Provider's Contact Information Sheet, Table of Contents** 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 **not** 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.

10.2 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 Providers should provide any other

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information thought to be relevant to the RFP and your company's capability to provide the services requested. The following sections / content **must be included** in the Prospective 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.

- **Prospective Provider's Contact Information Sheet**

The **Prospective Provider's Contact Information Sheet** contained in this RFP packaged shall be completed and signed by an individual authorized by the Prospective Provider to legally bind their 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 Provider's Contact Information Sheet shall be the FIRST sheet of each of the Provider's response packages.** Please do **NOT** cover the **Prospective 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 Provider's Sworn Statement**

The Prospective Provider shall provide a notarized statement that certifies the Prospective Provider and their subcontractors (if any) have no conflict of interest pertaining to this Contract and have not, in any manner, entered into a collusive arrangement of any type.

- **Table of Contents or Index of Contents**

Prospective 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.

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

The **Letter of Introduction** (or Cover Letter) / **Executive Summary** (or Project Summary) shall not exceed three (3) pages in length. This section shall summarize key elements of the Prospective 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 **Executive Summary** of this proposal, the

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information contained in this section must be extractable and of such a nature that it shall function as the **Executive Summary**.

An individual authorized by the Prospective Provider to legally bind the Provider shall sign the **Letter of Introduction** (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 entire initial twelve (12) month term of the Contract.**

Information you must include in this section:

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

Information you may also wish to include in this section:

1. Provide a brief description of your firm'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 firm can provide and your firm's annual revenue.

3. Provide a brief description of your firm'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 Provider shall use to accomplish the Services requested by the City in this RFP and how the Prospective 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 Provider intends to employ to perform the service and information regarding the quality assurance measures the Prospective Provider shall put into place to ensure the services provided meets or exceeds the City's expectations.

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

Information you must include in this section:

1. Describe in as much detail as possible how you or your firm would approach

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and perform the services requested by the City.

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.

3. Provide a synopsis of your knowledge of the City of East Point and the issues, 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 firm 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 consultants' 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 firm might have in providing the required services the City.

4. Describe how your firm identifies and manages conflicts of interest when they do arise.

5. Describe any services your firm can exclusively perform that other Prospective Providers may not be able to provide.

6. Detail any services you are unable to perform that are requested by the City and provide your firm's suggested alternatives to each.

7. Describe the resources your firm has available that can specifically address the needs of a public sector client.

8. If your firm utilizes external advisors with expertise in a specific area, describe how these advisors shall be utilized in conjunction with your firm's internal, resident expertise.

• **Background / Experience / Qualifications Section**

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

Information you must include in this section:

1. Provide a brief description of your firm's background and discuss your firm's

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specific experience in the area of providing the requested services.

2. Provide information regarding the number and types of similar campaigns that you or your firm have participated in within the past five (5) years with emphasis upon campaigns involving a similar scope and similar need.

3. Provide full disclosure of any prior and / or existing legal actions in which you or your firm are connected in any manner as a direct, or indirect, result of providing or participating in any public relations efforts or contracts. Litigation or potential litigation involving the performance of public relations services, or lack thereof, breach of confidentiality and / or conflicts of interest matters shall also be fully disclosed in this section. NOTE: Failure to disclose information regarding your firm's involvement in litigation or other legal matters as requested 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.

Information you may also wish to include in this section:

1. Provide a more comprehensive description of your firm'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 the performance of the services by your firm.

4. Within the last five (5) years, has your organization or an officer or principal been involved in litigation or any other legal proceedings related to providing public relations services for clients? If so, please provide an explanation and indicate the current status or disposition of each situation.

5. Has your firm ever been censured by any regulatory body or legal entity? If so, please describe the situation and the circumstances. Give complete details regarding the name and address of the censuring or regulating body or legal entity and the exact nature of the censure itself. Failure to disclose information regarding your firm's censure by a regulatory body or legal entity 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 Provider shall provide relevant

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information on those for whom they have provided similar public relations 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. Provide a list of no less than four (4) and no more than six (6) professional references who have consented to answer questions in regard to your firm's performance and qualifications in providing the required services. Current, valid contact information including companies / governments names, representatives' names, contract numbers / titles, 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 firm 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.

• **Workload and Commitments / Staffing / Administration / Personnel Qualifications Section**

In this section, Prospective 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 Campaign's timeline.

In this section, Prospective 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 entire 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

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approval prior to 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 City, unless otherwise stipulated herein. Under no circumstances shall the City of East Point allow or permit the services described herein to be subcontracted or assigned without prior written consent.

Information you must include in this section:

1. Submit a brief listing of other 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 projects / contracts / campaigns 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 public relations staff and the current availability of staff members to immediately begin working on the City's contract and devote a majority of their time to the campaign.

Information you may also wish to include in this section:

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

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department or division, or express a desire to be assigned to another project or contract or campaign.

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

This section shall address the software and the hardware the Prospective Provider intends to use to provide the service. In addition to a discussion of the software and hardware, the Prospective 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.

Information you may also wish to include in this section:

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 firm'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.

- **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 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 Providers.**

10.3 The following information shall be provided for discussion purposes and negotiations ONLY. Any and all information regarding fees, billing rates, per diems, expenses, fee structures, etc. must be provided, in triplicate, in a separate sealed envelope and should

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NOT be part of the bound proposal response. Apart from verifying that the fees, billing rates, per diems, et cetera, shall remain valid for the entire initial twelve (12) month contract term, discussion of the prices for the proposed services must NOT be included, in any manner, in the Prospective Provider's proposal narrative.

- **Detailed Fee Section**

In a separate sealed envelope, please include the hourly rates for key personnel that shall be assigned to this campaign.

Once a service provider has been selected final campaign strategies and the costs associated with the selections shall be negotiated and approved by the City Manager.

NOTE: The City shall reserve the right to decline full acceptance of any Prospective 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. Submit a list of your published personnel billing rates, overhead rate factor, etc. Detail the billable financial charges the City should anticipate if your services are engaged. Provide a sample legal agreement, along with an estimate of the total amount of monies that shall be charged to the City if your firm is engaged to perform the services detailed herein.

Information you may also wish to include in this section:

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

11.0 EVALUATION CRITERIA / BASIS OF AWARD

11.1 The City's evaluation and selection process shall be a qualifications-based selection process for professional services. Proposal response packages shall be evaluated 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:

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- The **Prospective 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. **0 to 30 points**
- The **Prospective 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 Provider and their staff members, length of time in business and other matters related to relevant experience. **0 to 35 points**
- The **Prospective Service Provider's proposed marketing campaign** and their ideas for creating a brand identity for the City of East Point. It is the intent of the City to award a Contract to the best qualified Service Provider(s) with the best-valued and most originally-conceived marketing concept, who meets the requirements and criteria set forth in this solicitation package. **0 to 35 points**

11.2 In addition to the evaluation and scoring of the proposal response packages, the City also wishes to conduct Provider interviews and have the Providers demonstrate their offerings and / or capabilities through a prepared presentation. A separate scoring system shall be assigned to this segment of the Provider's evaluation, therefore, each Provider's possible overall score shall exceed the one hundred (100) points provided through the scoring given above.

12.0 PRESENTATIONS AND DEMONSTRATIONS

12.1 After initial scoring, two (2) or more of the top-ranked Proposers shall be invited to formally present their ideas and concepts to the City Manager and select staff members.

12.2 Each selected Provider shall be allotted forty-five (45) minutes before the Evaluation Panel. Thirty (30) minutes of this time shall be set aside for the formal presentation, followed by fifteen (15) minutes for discussion and inquiries. The City reserves the right to ask impromptu questions and / or make inquiries at the presentation that may be germane to determining the abilities and capabilities of a Provider to meet the City's needs and requirements.

12.3 All such presentations and shall be conducted at the convenience of the City and the Requesting Department. **Any times or dates provided herein shall be considered tentative until confirmed by the City.**

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13.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE

13.1 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 "non-responsive" in nature and may be disqualified from award competition.

13.2 PLEASE NOTE: A valid solicitation response shall consist of one (1) signed, unbound original that is conspicuously marked "ORIGINAL" and six (6) permanently bound photocopies that are identical to the original and conspicuously marked "COPY". Failure to submit the RFP response in the manner specified herein or failure to enclosed identical permanently bound copies of the original materials may result in the disqualification of a submittal.

13.3 The response must be placed in a sealed, opaque envelope / package and clearly marked as follows on the outside:

**"RFP No. 2011-1418 – Public Relations Services
RFP Due Date: 4:00 P.M., Friday, July 15th, 2011"**

13.4 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.

13.5 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**

13.6 This is a sealed proposal solicitation. Oral, telephoned, telegraphed, faxed, emailed or otherwise unsealed responses shall be considered invalid and shall not 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.

13.7 Time is of the essence; therefore, sealed solicitation responses must be received by the City no

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later than 4:00 P.M., Friday, July 15th, 2011, hereafter referred to as the Proposal Due Date.

13.8 Each Prospective 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 upon receipt.

13.9 Before submitting a solicitation response, Prospective 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 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 Providers on the City's web site located at <http://www.eastpointcity.org>.

13.10 Prospective 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 Providers on the City's web site located at <http://www.eastpointcity.org>.

13.11 Responses that are prepared and submitted by Prospective 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.

13.12 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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PROVIDER CONTACT SHEET

RFP No. 2011-1418

Contract for Professional ~~Actuar~~Public Relations Consulting Services for the City of East Point, Georgia

I certify that I am an officer / authorized representative of the firm listed hereon and that the information, offerings and prices provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services and / or goods indicated. The City of East Point, Georgia, is hereby authorized to request any officer and / or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify information provided by me or in regard to the reputation and / or capabilities of my firm. I hereby bind my firm and on their behalf agree to furnish the services and / or goods as specified in the solicitation package, and subject to all instructions, terms, conditions, specifications, addenda, drawings, et cetera, at the prices listed hereon. I hereby attest I have read the solicitation documents, including all attachments, specifications, and drawings 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: _____

Address: _____

City / State / Zip: _____

Federal ID Number: _____

Telephone Number: _____

Fax Number: _____

Web Address, if any: _____

Name: _____

Title: _____

Email Address: _____

Cell Phone Number: _____

Signature: _____

Date: _____

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

Failure to submit the response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submittal.