

Lexington

Buena Vista & Rockbridge County

Lexington & the Rockbridge Area Tourism

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Request for Proposal Marketing Services

Issue date: January 11, 2016

Issued by: Lexington and the Rockbridge Area Tourism
106 East Washington Street
Lexington, VA 24450

Contact: Patty Williams (marketing@lexingtonvirginia.com)

Bids Due: January 21, 2016

Lexington and the Rockbridge Area Tourism is soliciting proposals for marketing services. Responding agencies will be providing media planning (both digital and traditional), creative design, social media strategy, email marketing, account management, print production, and public relations services.

SCOPE OF THIS REQUEST FOR PROPOSAL

Lexington and the Rockbridge Area Tourism - www.LexingtonVirginia.com

Background

Lexington and the Rockbridge Area Tourism is an intergovernmental agency comprised of the City of Lexington, the City of Buena Vista, and the County of Rockbridge. The agency provides tourism promotional services for the area and serves as a resource where visitors can obtain information about the region. The objective of the tourism office is to promote the area in the best possible way to bring visitors here so that they will spend more time and money in the region.

Lexington and the Rockbridge Area Tourism recently launched a new, fully responsive website (LexingtonVirginia.com). Marketing efforts will promote traffic to the new site and support the brand identity of the new site.

Scope of Work

The scope of this project is to develop a comprehensive marketing and public relations campaign for 2016. These services include:

Media Planning and Placement – The development of a traditional and digital media plan and the implementation of said plan once approved. Programmatic buying, retargeting and remarketing, a managed and optimized PPC campaign, and performance reporting are required components of the digital plan.

Graphic Design – The design of print ads in multiple sizes, brochures, annual report, digital banners and rich media banners, and other projects as needed. In addition, there may be instances where Tourism needs the development of a logo for a special event or a specific brochure.

Social Media Strategy – Developing annual social media strategy and calendar for Tourism. Working in tandem with Tourism to implement the plan. Current platforms include [facebook.com/lexingtonva](https://www.facebook.com/lexingtonva), twitter.com/lexingtonva, [instagram.com/visitlexingtonva](https://www.instagram.com/visitlexingtonva) and [tripadvisor.com/Tourism-g57896-Lexington_Virginia-Vacations.html](https://www.tripadvisor.com/Tourism-g57896-Lexington_Virginia-Vacations.html).

Email Marketing – Develop and distribute a quarterly consumer e-newsletter utilizing an established template within the Bronto email service provider platform.

Account Management – Maintaining a job status report, attending required meetings, leading weekly status calls, providing strategy for promoting the localities, and monitoring of emerging technologies relevant to this scope of work.

Print Production – Preparing files for printers. Recommending and negotiating print projects. Coordinating print projects with chosen printers.

Public Relations – Providing public relations support for Tourism. This would include drafting and distributing press releases, generating pitches from media leads, soliciting travel writers, coordinating travel writer visits, recommending and coordinating content development initiatives and monitoring earned media.

TIME TABLE

The winning agency will be notified by January 28, 2016 and the contract will commence on February 1, 2016.

EVALUATION CRITERIA

The evaluation criteria for the selection of a firm to perform this work, are as follows:

1. Prior experience in destination marketing.
2. Prior experience of the personnel assigned to perform the scope of work.
3. Demonstrated ability to perform all components in the scope of work.
4. Demonstrated responsiveness to clients during and after implementation in similar projects.
5. Cost estimate in proposal.
6. Familiarity with destination marketing organization processes and with the area including the City of Lexington, City of Buena Vista, and Rockbridge County.
7. Responsiveness to proposal submission requirements.

SUBMISSION MATERIALS

To meet these evaluation criteria, offerors are asked to submit an electronic proposal clearly stating the following information:

1. Offeror's company overview and prior experience in destination marketing.
2. Demonstrated ability to perform all components in the scope of work.
3. Prior experience of the personnel assigned to perform the scope of work.
4. Familiarity with destination marketing organization processes, tourism websites, and the area including the City of Lexington, City of Buena Vista, and Rockbridge County, Virginia.
5. Samples of relevant work.
6. Details of project pricing and an estimate of costs for each part of the overall project on which offeror wishes to bid. Please include a separate, hourly cost for website updates. (The new site is built in the Craft CMS).
7. List of on-going annual costs.
8. At least three references for projects of similar size and scope.
9. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either a) not litigated or b) litigated, and such litigation determined the vendor to be in default. If no such terminations for default have been experienced by the vendor in the past five years, declare so in writing.

Bids Due: 10:00 am EST January 21, 2016

EVALUATION AND SELECTION

Based upon the evaluation criteria, a committee will select those firms deemed to be the most qualified, responsible, and suitable. The committee may conduct interviews either in person, or remotely, with the short-listed firms. The committee will then rank the firms and discuss final terms with the firm ranked number one. If an agreement cannot be reached, the committee will proceed to negotiate terms with the firm ranked number two, and so forth until a firm is selected.

Should the committee, after the initial submission of materials, determine that one firm is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that firm without delay.

The committee reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible respondent as deemed in the best interests of the entity, or to suspend the procurement if the desired outcomes are not achieved.

Costs for developing proposals in response to RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the entity. Prior to the execution of a contract, the contents of each proposal will remain confidential, to the extent permitted by law, and not made available to anyone except those involved in the selection process.

REQUIREMENTS SPECIFIC TO OFFERORS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the entity may elect to cancel the award and award the contract to the next highest ranked vendor. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Each respondent shall affirm that no official or employee of the entity soliciting this RFP is directly or indirectly interested in this proposal for any reason of personal gain.

Contractor should maintain timely and regular communication with the entity during the development process.

Section 508 and ADA compatibility must be followed.

Selection does not guarantee a contract. After selection, vendor and entity will discuss and agree on final scope of work and final contract amount and terms of the contract. If the vendor and entity fail to reach an agreement, the entity is free to select from remaining available respondents, cancel the RFP, or issue an additional RFP.

Upon completion of the contract, all content, collateral native files and any other item or idea used in the completed projects or contained therein will become property of the entity. Contractor will relinquish all rights to the website and the entity will have sole control over website design, content and appearance.

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

Additional Information

Lexington and the Rockbridge Area Tourism (Tourism) reserves the right to ask any bidder or offeror to submit information missing from its bid or proposal for clarification purposes and to submit additional information which the Tourism deems necessary.

Anti-discrimination

By submitting their bids or proposals, bidders or offerors certify to Tourism that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.

During the performance of this contract, the bidder or offeror agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Tourism all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Tourism under said contract.

Audit

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for a period of three years after the final payment. Tourism or its authorized agents shall have full access to examine any of said materials during said period.

Availability of Funds

It is understood and agreed between the parties herein that Tourism shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Bid/Proposal Period

This solicitation shall be binding upon all bidders or offerors for 45 days following the opening date. Any offeror which shortens the acceptance period may be automatically rejected.

Bonds

Tourism reserves the right to require bidders/offerors and contractors to supply Bid, Performance, or Payment Bonds, if so required.

Cancellation of Contract

Tourism reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon at least sixty (60) days written notice to the contractor. Any contract cancellation notice shall not relieve contractor of obligation to meet any outstanding contractual agreements prior to the effective date of the cancellation.

Contractual and Solicitation Disputes

Claims arising out of this solicitation whether for money or other relief may be submitted to Jean Clark, director of tourism, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached.

Debarment Status

By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

Default

In the case of failure to deliver goods and services in strict accordance with the contract terms and conditions, Tourism or its designee, after written notification, may procure said product from other sources and hold vendor responsible for any excess cost occasioned thereby.

Ethics in Public Contracting

By submitting their bids or proposals, all bidders or offerors certify that their bids or proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer, or subcontractor in connection with their bid

or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal values present or promises, unless consideration of substantially equal or greater value was exchanged.

Immigration Reform and Control Act

By signing this bid/offer, the bidder/offeror certifies that it does not and will not, during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

Indemnification

To the fullest extent permitted by law, the contractor agrees to indemnify, defend, and hold harmless Tourism, its officers, agents and employees from all claims, damages, and actions of any kind or nature, whether at law or in equity, arising from, caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

Insurance

The contractor must provide proof that he and all subcontractors have obtained, and continue to maintain for the duration of the project, such workers' compensation coverage as required by Chapter 8 of Title 65.2.

The minimum limits of liability coverage shall be as follows unless otherwise stated:

- a) Comprehensive General Liability, including Premises and Operation; Contractors Protective Liability including Completed Coverage; Contractual Liability; XCU (exposing, collapses, and underground): Limits \$1,000,000 Bodily Injury/Property Damage Single Limit.
- b) Comprehensive Automobile Liability including all owned automobiles and hired care coverage: Limits \$1,000,000 Bodily Injury/Property Damage Single Limit.
- c) Workman's Compensation including Employer's Liability: Limits: Employer's Liability \$100,000 (statutory).
- d) Umbrella Liability: Limits: \$1,000,000.

Modifications

Modifications, additions, or changes to the terms and conditions of this contract for bid/proposal by a bidder/offeror may be cause for automatic rejection of the bid.

Multiple and Split Awards

Unless otherwise indicated, Tourism may award a multi-line program in whole, in part, or on an individual line item basis.

Negotiations

Tourism reserves the right to negotiate with the apparent low bidder or offeror to obtain a contract price within available funds.

Payment

1. The contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to the contractor by Tourism for work performed by a subcontractor under this contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under this contract; or
 - b. Notify Tourism and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The contractor must provide Tourism with the following information:
 - a. Individual contractors must provide their social security numbers;
 - b. Proprietorships, partnerships, and corporations must provide their federal employer identification numbers.

The contractor agrees to pay interest at a rate of one percent per month to any subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from Tourism for work performed by a subcontractor under this contract, except for amounts withheld as allowed in paragraph 1.b of this section.

The contractor agrees to include in any contract with a subcontractor a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause of this section may not be construed to be an obligation of Tourism. A contract modification may not be made for the purpose of providing reimbursement for such interest charge, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

Public Procurement

The bidder/offeror and successful contractor shall comply with all applicable provisions of the Virginia Public Procurement Act, Virginia Code Section 11-35 through 11-80 and amendments thereto and all other applicable state and federal statutes, rules and regulations.

Right to Reject

Tourism reserves the right to reject any and all bids or offers, to waive information, and to award contract to bidder(s) or offeror(s) who has/have the capability in all respects to perform the contract requirements and the moral business integrity and reliability which will assure good faith performance. The Tourism is not required to furnish a statement why a particular solicitation was not deemed to be the most advantageous.

Taxes

Sales to Tourism are normally exempt from state sales tax. A state Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes.

Testing and Inspection

Tourism reserves the right to conduct any test, inspection, and/or review it may deem advisable to assure conformance to the specifications.

SPECIAL TERMS AND CONDITIONS**Questions about Bid**

All questions about this bid must be submitted via email to Patty Williams (marketing@lexingtonvirginia.com) by 5:00 pm EST on January 15, 2016.

Bid Award Criteria

The evaluation process is not designed to simply award the contract to the lowest bidder. The following criteria will be considered in determining bid award. Failure to meet all bid evaluation criteria may result in rejection of the entire bid. The weight assigned to these criteria shall not necessarily be equal. The weight for each criterion shall be assigned at the sole discretion of Tourism.

1. Tourism experience
2. Service history and performance history in similar applications
3. Ability to perform anticipated work
4. Project staff and their background information
5. Years in business
6. Fee schedule and cost proposal
7. Customer references (3)
8. Acceptance of terms and conditions, highlighting any that are contrary to this RFP.
(Failure to state exceptions shall mean that vendor accepts the conditions, terms, and specifications of this RFP.)
9. All other items listed under Submission Materials which have not been specifically enumerated above

Bids

Bids must be received via email to Patty Williams (marketing@lexingtonvirginia.com) by 10:00 am EST on January 21, 2016 to be considered.