

# **REQUEST FOR PROPOSALS**

## **VISITOR CENTER AND MARKETING SERVICES**

### **I. GENERAL INFORMATION**

#### **A. INTRODUCTION**

The City of Yachats (City) is seeking proposals from qualified individuals or firms to operate the City's visitor center and provide marketing services for the City. Successful applicants will demonstrate an ability to provide all of the following: flexible and professional staffing of the visitor center; creative coordination of advertising (including but not limited to radio, television, print, digital and outdoor signage and banners); branding; promotions; marketing; and media support services.

#### **B. BACKGROUND**

The City of Yachats, population 770, is located in Lincoln County. Yachats is an authentic coastal village destination with many assets - a dramatic coastline, ocean beaches, coastal mountains, old growth rainforest, extensive parks and trails; appealing lodging, dining, shopping, spa and meeting facilities; a river valley with small farms and pasture; a covered bridge; an educated population with strong volunteer spirit; a busy events calendar- community and business; and easy US 101 access to neighboring communities. The selected consultant will be implementing portions of the City's Coordinated Marketing Plan (2011). This plan provides relevant information about the City's marketing efforts and is available from the City and on the City's website.

#### **C. ANTICIPATED SELECTION SCHEDULE**

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- |                                  |                         |
|----------------------------------|-------------------------|
| • RFP Posted & Advertised        | April 20, 2020          |
| • Proposal Due Date              | May 26, 2020, at 4 p.m. |
| • Opening of Proposals           | May 27, 2020, at 9 a.m. |
| • Selection Committee Evaluation | Week of June 1, 2020    |
| • Contract Approval              | Week of June 8, 2020    |
| • Commencement of Contract       | July 1, 2020            |

#### **D. QUALIFICATIONS AND EXPERIENCE**

Proposers shall have substantial experience with the following:

- Providing professional, effective communication services and visitor information
- Devising, implementing and coordinating marketing campaigns and promotions

- Developing and implementing local events tailored towards tourists and showcasing what the Yachats community has to offer
- Coordinating with multiple parties to meet deadlines

#### **E. SCOPE OF SERVICES**

For a flat annual fee which is dependent on the Transient Rental Tax, with payments made on a quarterly basis, the consultant will be expected to perform the following services (which are described in greater detail in the attached contract/agreement document):

- Maintain and operate the City's visitor information center
- Maintain the City's current brand
- Develop strategic marketing communications and brand support to assist the City in promoting initiatives, events, and programs
- Recommend and implement media strategies, including media buys
- Offer input on the City's current digital presence (including the City's website and any social media sites maintained by the City)
- Identify new marketing avenues for the City

## **II. PROPOSAL INSTRUCTIONS**

#### **A. PROPOSAL SUBMITTAL AND DUE DATE**

Proposers shall provide four hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Yachats Visitor Center and Marketing Services Proposal". Proposals shall be submitted by 4:00 p.m. on May 26, 2020 to:

Shannon Beaucaire, City Manager  
City of Yachats  
441 Hwy 101 N.  
PO Box 345  
Yachats, OR 97498

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

#### **B. INQUIRIES**

Questions concerning this RFP should be submitted to:

Shannon Beaucaire, City Manager  
City of Yachats  
541-547-3565  
citymanager@yachatsmail.org

The City will not respond to questions received after 3:00 p.m. on May 26, 2020. Proposers are responsible for contacting the City prior to submitting their proposal to inquire whether any amendments have been issued. There is no pre-proposal meeting scheduled for this RFP.

### **C. RESERVATION OF RIGHTS**

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

### **D. PROTESTS**

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

### **E. PROPOSAL CONTENTS**

Proposals shall include, at a minimum, the following items:

- Cover Letter. A one or two page cover letter containing:
  - the name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
  - Entity name and address;
  - Phone, website and email address; and
  - State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Yachats.
- Approach/Work Plan. Describe how the Proposer approaches marketing and communications projects. How do you assist clients in using existing resources and leveraging the work you provide for them?
- Capacity. Explain proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Facilities. Explain proposer's facilities and availability of support staff.
- Insurance. Proof of Insurance of \$2 million comprehensive and automobile liability insurance, as well as proof of coverage by Workers' Compensation Insurance or exemption.

- Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

## F. PUBLIC RECORDS

All proposals submitted are the property of the City, and are thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Trade Secret", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records law.

## G. COSTS

Proposers responding to this RFP do so solely at their own expense.

# III. PROPOSAL EVALUATION

## A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Ability to provide the visitor information and marketing services needed by the City to the standards required by the City.
- Has the financial resources for the performance of the desired marketing and communication services, or the ability to obtain such resources.
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Marketing and Communications Services Contract.

## B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	(50)

- 3) Quality of proposed approach/work plan. (25)
- 4) Familiarity with the City and City locale. (25)

---

**Maximum Total Points**

**150**

Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked Proposer, the City reserves the right to enter into negotiations with the next highest ranked proposer.

**C. SELECTION**

An evaluation committee will evaluate all proposals that meet the minimum qualifications listed in this RFP. The committee will be composed of \_\_\_ members appointed by the City Manager, including at least one city staff person. The City Manager (or if the City Manager is not a member of the committee, a city staff person appointed by the City Manager) will act as the committee chair. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Proposer.

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a contract in place no later than July 1, 2020.

**D. CONTRACT**

The City desires to enter into a professional services agreement in the form attached, which includes all necessary visitor center and marketing services, whether or not the services are specifically outlined in this RFP.

The selected Proposer will be expected to sign the attached written agreement, which will incorporate this RFP and the awardee's proposal. Submittal of a proposal indicates the Proposer's agreement with the terms of the attached contract and intent to be bound by those terms. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to terms the City chooses to negotiate, in City's sole discretion.

It is anticipated that the City will enter into a two (2) year agreement, which thereafter may be extended upon consent of both parties for two (2) additional two (2) year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of Yachats is an Equal Opportunity/Affirmative Action Employer.  
Women, Minorities and Disabled Persons are encouraged to apply.**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED  
WITHOUT NOTICE.

## Visitor Center and Marketing Services Agreement

**BETWEEN:** \_\_\_\_\_ **(Consultant)**

**AND:** City of Yachats,  
a municipal corporation **(City)**

**EFFECTIVE DATE:** The latest date signed by all the parties.

### RECITALS

- A. Pursuant to state law and the Yachats Municipal Code, the City receives transient room tax revenues paid by occupants of transient lodging facilities located within the City.
- B. State law requires that the City spend a portion of the room tax revenues to fund tourism promotion or tourism-related facilities.
- C. Tourism promotion means any of the following activities: 1) advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists; 2) conducting strategic planning and research necessary to stimulate future tourism development; 3) operating tourism promotion agencies; and 4) marketing special events and festivals designed to attract tourists.
- D. A tourist is a person who, for business, pleasure, recreation or participation in events related to the arts, heritage, or culture, travels more than 50 miles from the person's community of residence to Yachats, or stays overnight in Yachats.
- E. Consultant has knowledge and experience related to tourism promotion, including but not limited to the ability to advertise and market Yachats in such a way as to encourage more people to come, stay, recreate and shop in Yachats.
- F. City has need for the services of a contractor with the particular training, ability, knowledge, and experience possessed by Consultant.
- G. City conducted a procurement pursuant to its duly adopted public contracting rules and Consultant was chosen as the most highly qualified consultant, best suited to meet the City's needs, from all the proposals submitted to the City and City has awarded the contract to Consultant.

## **AGREEMENT**

The City agrees to contract with Consultant for the provision of marketing and communications services, and Consultant agrees to provide marketing and communications services subject to the terms and conditions of this agreement.

### **AGREEMENT EXHIBITS**

The following Exhibits are hereby incorporated by reference into this agreement:

- Exhibit A: Scope of Work
- Exhibit B: City's Request for Proposals for Marketing and Communications Services, issued \_\_\_\_\_, 2020, and Consultant's Proposal for Marketing and Communications Services, dated \_\_\_\_\_, 2020
- Exhibit C: Oregon Public Contracting Code Requirements

### **CONSULTANT'S OBLIGATIONS**

1. Term of Agreement: The term of this agreement will commence on July 1, 2020, and will expire on June 30, 2022, unless earlier terminated pursuant to the terms and conditions of this agreement. Upon mutual agreement of the parties, this agreement may be extended for two additional two-year terms.

2. Scope of Project: Consultant agrees to perform, during the term of this agreement, the following visitor information and marketing, as more particularly described in Exhibits A and B to this agreement:

- Maintain and operate the City's visitor information center
- Maintain the City's current brand
- Develop strategic marketing communications and brand support to assist the City in promoting initiatives, events, and programs
- Recommend and implement media strategies, including media buys
- Offer input on the City's current digital presence (including the City's website and any social media sites maintained by the City)
- Identify new marketing avenues for the City

3. Payment: Payment for the services described in paragraph 1 of this agreement will be made by the City to the Consultant on a quarterly basis, at an annual rate of **\$64,765** (quarterly payments of \$16,191.25). Quarterly payments will be made on or before January 25, April 25, July 25, and October 25 of each year.

- A. As a condition upon Consultant to receive a full quarterly payment on schedule, Consultant shall have provided City with the quarterly report required under the scope of work. The quarterly reports shall be made on or before January 15, April 15, July 15, and October 15 of each year and shall be complete with the information required under the scope of work. If Consultant does not provide a timely quarterly report, the City may



withhold 50% of the quarterly payment amount until Consultant submits the delinquent quarterly report.

- B. Upon request, Consultant will provide the City Manager with supporting documents, records and draft programs evidencing the services provided pursuant to this agreement.

4. Independent Contractor: Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this agreement. While the City reserves the right to set various schedules and evaluate the quality of Consultant's completed work, City cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work required by this agreement. Consultant is responsible for all federal and state taxes applicable to payments made to Consultant pursuant to this agreement. City will not withhold any amounts to cover Consultant's tax obligations. Consultant is not eligible for any City benefit plans.

5. No Employment Relationship: Consultant acknowledges and agrees that this agreement does not create an employment relationship between the City and Consultant, its officials, employees, agents, or contractors. Consultant further agrees that Consultant is exclusively responsible for all costs and expenses related to Consultant's employment of individuals to perform work pursuant to this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

6. Federal Funds: If payments made pursuant to this agreement are to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

7. Not a PERS Member: Consultant is not a member of the Oregon Public Employees Retirement System, nor employed by any public employer participating in the Retirement System.

8. Compliance with Applicable Laws: Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done pursuant to this agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.

9. Insurance: Consultant shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, naming City as an additional insured, which shall protect City and Consultant

from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- B. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Insurance policies shall not be canceled or terminated without 30-days prior written notice to the City.

10. Access to Records: Consultant will keep an accounting of funds received pursuant to this agreement to ensure that the funds are used as required by this agreement. Consultant will provide the accounting required by this paragraph to the City on or before upon request by the City.

- A. Consultant will maintain Consultant's books, documents, papers, and records related to this agreement for the longer of 1) six years from the date of final completion of this agreement; or 2) until the conclusion of any audit, controversy, or litigation arising out of or related to this agreement.
- B. Consultant acknowledges and agrees that the City shall have reasonable access to Consultant's books, documents, papers, and records related to this agreement during the period described in paragraph B of this section. Consultant will make copies of applicable records available to the City upon request. Payment for cost of copies is reimbursable by the City.

11. Subcontracts and Assignment: Consultant shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Consultant shall remain obligated for full performance under this agreement, and the City shall incur no obligation other than its obligations under this agreement. The Consultant agrees that if subcontractors are employed in the performance of this agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

12. Errors: The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this agreement without undue delays and without additional cost.

13. Confidentiality: Consultant shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from any subcontractors to maintain the confidentiality of information provided by the City.

### **CITY'S OBLIGATIONS**

14. City shall pay Consultant the payments described in paragraph 3 of this agreement upon satisfactory progress and performance made in accordance with the Scope of Work attached as Exhibit A to this agreement and/or specific work tasks agreed to by City and Consultant.

15. City will report the total amount of all payments made to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

### **GENERAL PROVISIONS**

16. Termination:

- A. The City may terminate this agreement effective upon delivery of written notice to Consultant or at such later date as may be determined by the City if it becomes clear that the City will not collect sufficient room tax revenues to fund this agreement.
- B. Either party may terminate this agreement, without cause, upon sixty (60) days written notice to the other party.
- C. Either party may terminate this agreement in the event of a breach of the agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the agreement at any time thereafter by giving a written notice of termination.
- D. Upon termination, City will pay Consultant for services rendered prior to the date of termination.
- E. If City breaches this agreement, Consultant's remedy shall be limited to termination of the agreement and receipt of payments to which Consultant is entitled. City shall not be liable for any indirect, incidental, consequential, or special damages under the agreement or any damages arising solely from terminating the agreement in accordance with its terms.
- F. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant shall immediately cease all activities related to the services and work under this agreement. As directed by City, Consultant shall, upon termination, deliver to City all then-existing work

product that, if the agreement had been completed, would be required to be delivered to City.

17. Arbitration: If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the agreement for undisputed portions of work.

18. Indemnification:

- A. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, employees, agents, and volunteers harmless from any damage, liability, or cost (including reasonable attorney fees and costs of defense) to the extent caused by the intentional or negligent acts, errors, or omissions of Consultant, or its officers, employees, or agents in the performance of this agreement, or with any patent infringement or copyright claims arising out of the use of Consultant's designs or other materials by the City and for any claims or disputes involving subcontractors.
- B. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

19. Ownership of Work and Documents: All work performed by Consultant and compensated by City pursuant to this agreement shall be the property of City upon payment of full compensation for the work. Consultant hereby conveys, transfers, and grants to the City all rights of reproduction and the copyright to all such work.

20. Attorney Fees: If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this

agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

21. **Applicable Law:** This agreement shall be construed in accordance with Oregon law.

22. **Venue:** Any legal action or proceeding arising out of or relating to this agreement shall be commenced in the Circuit Court of the State of Oregon for Lincoln County. The parties hereby consent to the jurisdiction of that court, waive any objections to venue and waive any claim that the forum is an inconvenient forum.

23. **Severability:** If any part, term, or clause of this agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and remain in force as if the agreement did not contain the particular part, term or clause held to be unenforceable.

24. **Waiver:** No waiver by either the City or Consultant of a breach of any provision of this agreement will operate or be construed as a waiver of any other provision of this agreement or of any subsequent breach of the same provision of this agreement.

25. **Modification:** No modification of this agreement will be valid unless it is in writing and signed by both parties.

26. **Entire Agreement:** This agreement represents the entire understanding of City and Consultant as to those matters contained herein. There are no promises, terms, conditions or obligations oral or written other than those contained herein. This agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties relating to the subject matter herein.

27. **No Third Party Beneficiaries:** This agreement is entered into for the sole benefit of the City and the Consultant, and nothing contained herein is intended for the benefit of any other person or entity.

28. **Relationship of Parties:** The parties acknowledge and agree that nothing in this agreement is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.

29. **Headings:** Paragraph headings are provided solely for convenience and are not to be used in construing or interpreting this agreement.

30. Counterparts: This agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

31. Notice: All notices given pursuant to this agreement must be in writing and delivered to the parties at the following addresses. Notice given pursuant to this section will be deemed to have been received: 1) on the date of personal delivery; 2) three calendar days after deposit in the United States mail postage prepaid; 3) or on the date of confirmed delivery by: a) registered mail, return receipt requested; or b) overnight delivery. Either party may change its notice address under this section at any time by written notice to the other party.

City:

City of Yachats  
Attn: City Manager  
PO Box 345  
Yachats, OR 97498

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

32. Authority to Execute: Each person executing this agreement on behalf of a party to this Agreement hereby covenants that he or she is duly authorized by that party to bind that party to this agreement.

CONSULTANT:

CITY OF YACHATS:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_  
Federal Tax ID # \_\_\_\_\_

\_\_\_\_\_  
Shannon Beaucaire, City Manager  
City of Yachats  
Date: \_\_\_\_\_

## Exhibit A Scope of Work

City shall provide for a suitable location for the Visitors Center. In consideration for the City's payment of the contract price to Contractor, Contractor shall maintain and operate a Visitors Center for the purpose of attracting and providing information to visitors to the Yachats area, as follows:

### Name:

The name of the visitor's center shall be "City of Yachats Visitor Center" (hereafter, "Visitors Center"). The name will appear on all publications prepared in the performance of this Agreement and will be used when answering the telephone. Contractor may add its name to publications and telephone greeting to indicate mutual support, but publications shall indicate City's sponsorship of the Visitors Center and shall include the Yachatsoregon.org URL and logo.

### Telephone and Mailing Address:

The Visitors Center shall maintain the telephone numbers (541) 547-3530 and (800) 929-0477 for visitor information. One or both telephone numbers shall be included on all literature. The Visitors Center shall maintain PO Box 728, Yachats OR 97498 as the mailing address for all business. The post office box address shall be included on all literature concerning the Visitors Center.

### Hours of Operation:

The minimum hours of operation of the Visitors Center shall be:

March 15 through October 31: 10am to 4pm daily

November 1 through March 14: 10am to 4pm Friday, Saturday and Sunday

The Visitors Center will be open most holidays and three-day weekends.

### Services Provided:

Contractor shall use competent and trained personnel to properly carry out the operation of the Visitors Center. Contractor shall provide all materials required in the performance of its services, including literature, brochures, postage, office space and office equipment, and supplies for the public restroom. Contractor's duties in operating the Visitors Center include the following:

- Recruiting, training, scheduling and supervising an adequate number of volunteers. Recruitment efforts shall be an ongoing effort.
- Maintaining the Visitors Center and keeping it clean, safe and attractive.
- Maintaining adequate supplies and equipment for all operations.
- Responding appropriately and in a timely manner to incoming correspondence.
- Responding appropriately and in a timely manner to all phone calls/emails
- Responding appropriately and in a timely manner to all in-person requests

**Marketing:**

Contractor shall support and continue to implement the Yachats Marketing Plan, which may include activities related to the Rural Tourism Studio, future Travel Oregon marketing opportunities, and other types of grants and marketing projects.

**Equipment:**

Any equipment, materials or supplies purchased for the Visitors Center and/or maintained with City funds immediately becomes the property of the City.

**Reports:**

Operations and activities: Contractor shall submit quarterly visitor count reports of general information inquiries and information requests received by the Visitors Center, and activities undertaken on behalf of the City. This includes proposal subject areas of maintaining and operating the Visitors Center, carrying forward the Yachats Marketing Plan and promotion of the City. The quarterly reports shall be made on a fiscal year basis (July 1 - June 30) and shall be submitted to the City Manager no later than the fifth day of the month following the quarter.

**Budgeting and accounting:**

Contractor shall submit to the City Manager a quarterly operating budget comparison report, showing the year-to-date expenditures for each line item identified in the fiscal budget existing at the time the contract is awarded.

**Billing:**

Contractor shall submit quarterly invoices to the City Manager for payment for services performed under this Agreement. Payment of the invoice shall not be made until the quarterly operations and activities report has been received by the City Manager.

Funds for the operation of the Visitors Center shall be maintained in an account separate from all other Contractor bank accounts. Contractor shall pay promptly when due all expenses incurred in the operation of the Visitors Center and shall not allow any obligations to become overdue. All payments for expenditures shall be generated by Contractor, from the City funds budgeted for. The City is not obligated for any expense outside the agreed-upon contract amount.

Contractor shall maintain accurate books, records and accounts of all Visitors Center transactions. An authorized representative of City shall be entitled from time to time, upon reasonable notice, to inspect the books, records and accounts of the Visitors Center. Contractor shall provide City with a year-to-date accounting of expenditures and any balance to be carried forward.



**Audit:**

As part of the contract for operating the Visitors Center, an independent certified public accounting firm, approved by both City and Contractor, shall audit the Visitors Center accounts and records each year. The review will be completed for the preceding fiscal year at the same time the City audit is performed and may be performed by the same auditor. A copy of the audit shall be provided to both City and Contractor.

Exhibit B

## **REQUEST FOR PROPOSALS VISITOR CENTER AND MARKETING SERVICES**

<b>I. GENERAL INFORMATION</b>
-------------------------------

### **A. INTRODUCTION**

The City of Yachats (City) is seeking proposals from qualified individuals or firms to operate the City's visitor center and provide marketing services for the City. Successful applicants will demonstrate an ability to provide all of the following: flexible and professional staffing of the visitor center; creative coordination of advertising (including but not limited to radio, television, print, digital and outdoor signage and banners); branding; promotions; marketing; and media support services.

### **B. BACKGROUND**

The City of Yachats, population 770, is located in Lincoln County. Yachats is an authentic coastal village destination with many assets - a dramatic coastline, ocean beaches, coastal mountains, old growth rainforest, extensive parks and trails; appealing lodging, dining, shopping, spa and meeting facilities; a river valley with small farms and pasture; a covered bridge; an educated population with strong volunteer spirit; a busy events calendar- community and business; and easy US 101 access to neighboring communities. The selected consultant will be implementing portions of the City's Coordinated Marketing Plan (2011). This plan provides relevant information about the City's marketing efforts and is available from the City and on the City's website.

### **C. ANTICIPATED SELECTION SCHEDULE**

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- |                                  |                         |
|----------------------------------|-------------------------|
| • RFP Posted & Advertised        | April 20, 2020          |
| • Proposal Due Date              | May 26, 2020, at 4 p.m. |
| • Opening of Proposals           | May 27, 2020, at 9 a.m. |
| • Selection Committee Evaluation | Week of June 1, 2020    |
| • Contract Approval              | Week of June 8, 2020    |
| • Commencement of Contract       | July 1, 2020            |

### **D. QUALIFICATIONS AND EXPERIENCE**

Proposers shall have substantial experience with the following:

- Providing professional, effective communication services and visitor information

- Devising, implementing and coordinating marketing campaigns and promotions
- Developing and implementing local events tailored towards tourists and showcasing what the Yachats community has to offer
- Coordinating with multiple parties to meet deadlines

#### **E. SCOPE OF SERVICES**

For a flat annual fee which is dependent on the Transient Rental Tax, with payments made on a quarterly basis, the consultant will be expected to perform the following services (which are described in greater detail in the attached contract/agreement document):

- Maintain and operate the City's visitor information center
- Maintain the City's current brand
- Develop strategic marketing communications and brand support to assist the City in promoting initiatives, events, and programs
- Recommend and implement media strategies, including media buys
- Offer input on the City's current digital presence (including the City's website and any social media sites maintained by the City)
- Identify new marketing avenues for the City

## **II. PROPOSAL INSTRUCTIONS**

#### **A. PROPOSAL SUBMITTAL AND DUE DATE**

Proposers shall provide four hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Yachats Visitor Center and Marketing Services Proposal". Proposals shall be submitted by 4:00 p.m. on May 26, 2020 to:

Shannon Beaucaire, City Manager  
City of Yachats  
441 Hwy 101 N.  
PO Box 345  
Yachats, OR 97498

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

## **B. INQUIRIES**

Questions concerning this RFP should be submitted to:

Shannon Beaucaire, City Manager  
City of Yachats  
541-547-3565  
citymanager@yachatsmail.org

The City will not respond to questions received after 3:00 p.m. on May 26, 2020.

Proposers are responsible for contacting the City prior to submitting their proposal to inquire whether any amendments have been issued. There is no pre-proposal meeting scheduled for this RFP.

## **C. RESERVATION OF RIGHTS**

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

## **D. PROTESTS**

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

## **E. PROPOSAL CONTENTS**

Proposals shall include, at a minimum, the following items:

- Cover Letter: A one or two page cover letter containing:
  - the name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
  - Entity name and address;
  - Phone, website and email address; and
  - State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing: Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in

- professionals with experience serving small governmental entities and especially serving cities comparable in size to Yachats.
- Approach/Work Plan: Describe how the Proposer approaches marketing and communications projects. How do you assist clients in using existing resources and leveraging the work you provide for them?
- Capacity: Explain proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Facilities: Explain proposer's facilities and availability of support staff.
- Insurance: Proof of Insurance of \$2 million comprehensive and automobile liability insurance, as well as proof of coverage by Workers' Compensation Insurance or exemption.
- Nondiscrimination: Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

## **F. PUBLIC RECORDS**

All proposals submitted are the property of the City and are thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Trade Secret", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records law.

## **G. COSTS**

Proposers responding to this RFP do so solely at their own expense.

# **III. PROPOSAL EVALUATION**

## **A. MINIMUM QUALIFICATIONS**

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Ability to provide the visitor information and marketing services needed by the City to the standards required by the City.
- Has the financial resources for the performance of the desired marketing and communication services, or the ability to obtain such resources.
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Marketing and Communications Services Contract.

## **B. EVALUATION CRITERIA**

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	<b>Maximum Points</b>
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	<b>(50)</b>
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	<b>(50)</b>
3) Quality of proposed approach/work plan.	<b>(25)</b>
4) Familiarity with the City and City locale.	<b>(25)</b>
<b>Maximum Total Points</b>	<b>150</b>

Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked Proposer, the City reserves the right to enter into negotiations with the next highest ranked proposer.

## **C. SELECTION**

An evaluation committee will evaluate all proposals that meet the minimum qualifications listed in this RFP. The committee will be composed of \_\_\_\_ members appointed by the City Manager, including at least one city staff person. The City Manager (or if the City Manager is not a member of the committee, a city staff person appointed by the City Manager) will act as the committee chair. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Proposer.

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a contract in place no later than July 1, 2020.

#### **D. CONTRACT**

The City desires to enter into a professional services agreement in the form attached, which includes all necessary visitor center and marketing services, whether or not the services are specifically outlined in this RFP.

The selected Proposer will be expected to sign the attached written agreement, which will incorporate this RFP and the awardee's proposal. Submittal of a proposal indicates the Proposer's agreement with the terms of the attached contract and intent to be bound by those terms. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to terms the City chooses to negotiate, in City's sole discretion.

It is anticipated that the City will enter into a two (2) year agreement, which thereafter may be extended upon consent of both parties for two (2) additional two (2) year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of Yachats is an Equal Opportunity/Affirmative Action Employer.  
Women, Minorities and Disabled Persons are encouraged to apply.**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE  
MODIFIED OR REVOKED WITHOUT NOTICE.

## Exhibit C

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartner ship, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(8) Consultant shall pay employees for overtime work performed under the contract



in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).

(9) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS Chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.

(13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.