

**VILLAGE OF OAK BROOK
Purchasing Division
1200 Oak Brook Road
Oak Brook, IL 60523**

(630) 368-5164

REQUEST FOR PROPOSALS

Development and Implementation - Hotel Marketing Campaign

January 2023

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Section 1. Request for Proposals

A. Notice

Published January 3, 2023 on the Village website

Village of Oak Brook
Request for Proposals
Development and Implementation
Hotel Marketing Campaign
January 2023

The Village of Oak Brook is soliciting proposals from firms with demonstrated experience in planning, designing, and implementing marketing campaigns and strategies for the hotel industry.

Qualified firms interested in performing such services should obtain the detailed Request For Proposals package (of which this notice is a part) from the Village's Purchasing Division, 630-368-5164, or can be downloaded from the Village's website at www.oak-brook.org, or can be picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8:00 am through 4:30 pm, Monday through Friday. There is no charge for the package.

Proposal statements should be addressed to:

Rania Serences
Senior Purchasing Assistant
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

The closing date and time for receipt of proposals is **Tuesday, January 31, 2023 at 2:00 P.M. prevailing time**, after which time, additional submittals will not be accepted.

The Village of Oak Brook reserves the right to reject any or all proposals, waive all technicalities, errors, omissions, erasures, alterations, and additions not called for, and to make an award that, in its judgment, is the best and most favorable to the interests of the Village and the public.

B. General Information

The Village of Oak Brook is in the process of developing and implementing a marketing plan for the Village's hotels. The Hotel, Convention and Visitors Committee of the Village of Oak Brook is an advisory committee consisting of the general managers of the seven hotels in Oak Brook (The Drake, Doubletree, The Hyatt House, The Hyatt Lodge, Le Meridien, The Marriott, and Residence Inn), the general manager of Oakbrook Center (a regional premier shopping mall), the executive director of the Greater Oak Brook Chamber of Commerce, and two Oak Brook residents. The Committee makes recommendations to the Oak Brook Village Board concerning the expenditure of hotel/motel tax receipts derived from overnight stays in the Village. The Village levies a 3% tax on room rates for the hotels, of which a portion is dedicated to the marketing of the hotels.

The State statute that provides for a hotel/motel tax limits the expenditure of such funds to programs that are intended to maintain or increase overnight stays in the community. The Village has generally spent the funds on marketing campaigns that attract potential visitors to Oak Brook hotels. The 2023 budget for the hotel marketing campaign is \$500,000.00. The Village is requesting that the proposals submitted include the development and implementation a marketing plan using these budgeted advertising funds. Proposers should note that the budget can vary annually based upon projected hotel/motel tax proceeds, but is projected to remain at or around \$500,000 annually.

Since 1997, the Village has enlisted the assistance of a marketing agency to develop and implement the annual marketing campaigns upon the recommendation of the Oak Brook Hotel, Convention and Visitors Committee and the final approval of the Village Board of the Village of Oak Brook.

The Village is issuing this Request for Proposals for marketing consultants or agencies for designing and executing a strategy that produces incremental revenue to, enhances the image of, and promotes travel to the Village of Oak Brook. The goal of the Village is to ultimately enter into a multi-year contract with an agency to develop and implement the marketing campaign. The goals of the campaign will be to increase demand for room nights in Oak Brook hotels, increase transient leisure demand, increase group demand, and provide measurable results as defined by the Village and the Oak Brook Hotel, Convention and Visitors Committee.

Section 2. Scope of Services

The Village of Oak Brook is seeking a marketing consultant or agency that can:

- demonstrate a clear understanding of the hotel industry, particularly as it relates to upscale suburban areas
- demonstrate knowledge of the hotel market and related economic impacts
- develop and implement an effective marketing campaign that concentrates on the benefits of staying in Oak Brook without breaching the proprietary interests of any specific hotel chain
- demonstrate creativity in design
- demonstrate the ability to plan strategically for future campaigns
- demonstrate cost effectiveness in its pricing and fee structure
- explain the finding allocations, where does it make sense to spend the funds, such as in digital, television, social media, billboards, magazines, etc., and in what percentages
- demonstrate a means or plan for evaluating the effectiveness of the marketing campaign
- demonstrate a means to report monthly analytics to the Village
- demonstrate the ability to respond with flexibility to meet the sifting needs of the Village's Hotel Committee

- demonstrate the ability to work within the constraints inherent in the expenditure of public funds and accountability to publicly formed boards and committees.
- Manage/update existing website content and implement new content to support marketing campaign

Section 3. Proposal Instructions

Three (3) copies of the Request for Proposals and one fully assembled PDF copy on a USB drive shall be submitted in a sealed envelope to:

Rania Serences
Senior Purchasing Assistant
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

and clearly marked on the outside of the envelope “**Development and Implementation – Hotel Marketing Campaign**” on or before 2:00 p.m. Tuesday, January 31, 2023. Any proposals received after this date and time will be refused and returned unopened.

Each agency or consultant is asked to provide copies of a plan that:

- addresses the bullets identified in the “Scope of Services” section of this RFP, along with supporting documentation, samples, examples, etc.
- includes five (5) references, at least two (2) of them hotel references.
- includes a description of the fee structure for the agency or consultant
- includes a proposed strategy for developing and implementing the marketing campaign using the advertising budgeted amount only (\$500,000.00), which strategy shall clearly identify print media, television media, social media and other proposed advertising plans along with proposed distribution numbers and cost estimates
- includes the names and resumes of the dedicated employees assigned to the Village’s marketing campaign, whether they will work from their offices, or assign dedicated employees to be on-site, and the number of hours and rate assigned to each dedicated employee
- identifies proposed methods for identifying and communicating to target audiences
- identifies proposed methods for future year(s) planning
- identifies a mechanism for evaluating the effectiveness of the marketing campaign

The Village of Oak Brook and the Oak Brook Hotel, Convention and Visitors Committee may be seeking to interview those agencies or consultants who, based on the submissions, appear to be among the best candidates. Ultimately, the goal is to recommend that the Village Board authorize staff to negotiate a multi-year contract with the successful agency for the purposes of developing and implementing the hotel marketing campaign.

Questions and inquiries concerning this RFP may be directed to:

Greg Summers
Village Manager
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, Illinois 60523
gsummers@oak-brook.org

All questions regarding this RFP must be directed in writing to Greg Summers, Village Manager, gsummers@oak-brook.org. Questions will be accepted until **12:00 p.m. CST on Tuesday, January 17, 2023.**

All questions and responses will be compiled and submitted to all Proposers electronically in one general response memorandum by **Friday, January 20, 2023.** In order to enable the Village to equitably respond to requestor questions, the Village requests that prospective Proposers register in advance with the Village via e-mail at rsences@oak-brook.org.

Section 4. Review Process and Terms and Conditions

A. Selection Process and Basis of Award

The Village of Oak Brook reserves the right to waive any informality or technical error and to accept the firm deemed by the Village to be in its best interests. In reviewing Proposals, the Village will consider the following factors:

1. Ability, capacity and skill to fulfill the contract as specified.
2. Ability to provide the services within the time specified, without delay or interference.
3. Character, integrity, reputation, judgment, experience and efficiency.
4. Quality of performance on previous contracts.
5. Previous and existing compliance with laws and ordinances relating to the contract.
6. Sufficiency of financial resources.
7. Quality, availability and adaptability of the services in relation to the Village's requirements.
8. Ability to provide future maintenance and service under the contract.
9. Number and scope of conditions attached to the proposal.
10. Record of payments for taxes, licenses or other monies due the Village.

Additional criteria to be considered in reviewing Proposals:

1. Understanding of the Village's current and future needs.
2. Oral interview (at Village option).
3. Demonstrated experience in assisting governmental entities with this type of project.
4. Quality and experience of staff proposed for this project by the firm.

B. General Terms and Conditions

1. Any contract or agreement resulting from the acceptance of this Request for Proposals by the Village shall be on forms either supplied by or approved by the Village Attorney, and shall contain, as a minimum, applicable provisions of this Request for Proposals. The Village reserves the right to reject any agreement that does not conform to this Request for Proposals and any Village requirements for agreements and contracts.

2. If, through any cause, the firm fails to fulfill any of the obligations agreed to in a timely and proper manner, the Village shall have the right to terminate the contract by notifying the firm in writing of such termination at least 15 calendar days in advance of such termination.
3. The Village reserves the right to request clarification of information submitted and request additional information as needed.
4. The term of the agreement shall remain in effect for three (3) years with three (3) three additional 1 (one) year renewal options, or until terminated by the Village.
5. The proposal shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Proposal and the Project Name: "Development and Implementation – Hotel Marketing Campaign".
6. Proposers may attach separate sheets to the proposal for the purpose of explanation, exception, alternate proposal and to cover unit prices, if needed.
7. Proposers may withdraw their proposal either personally or by written request at any time before the hour set for the proposal opening, and may resubmit it. No proposal may be withdrawn or modified after the receipt of proposals except where the award of agreement has been delayed for a period of more than **ninety (90) days**.
8. In submitting this proposal, the proposer further declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
9. The proposer further understands and agrees that if their proposal is accepted, the individual/company is to furnish and provide all necessary materials and/or equipment and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Village, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
10. The proposer further agrees to execute all documents within this Proposal Package, obtain a Certificate of Insurance for this work and present all of these documents to the Village within fifteen (15) days after the receipt of the Notice of Award and the Agreement by the company.
11. The proposer further agrees to begin work not later than 15 (15) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor.
12. By submitting a proposal, the proposer understands and agrees that, if the proposal is accepted, and the proposer fails to enter into an agreement forthwith, the company shall be liable to the Village for any damages the Village may thereby suffer.
13. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes.
14. The Village authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month
15. **Indemnification** – The Proposer shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations,

claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Proposer's officers, employees, subcontractors, and/or agents, provided that the Proposer shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely from any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The proposer shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the proposer for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the agreement is in force.

16. **Insurance** – Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the proposer of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the agreement or will the bid guarantee be returned until acceptable insurance certificates are received and approved by the Village.

Each proposer performing any work pursuant to an agreement with the Village and each permittee working under a permit as required pursuant to the provisions of Title 1, Chapter 8 of the Code of Ordinances of the Village (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such proposer and permittee shall procure and maintain for the duration of the agreement or permit insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the agreement or permit, by either the proposer, permittee, or their agents, representatives, employees or subcontractors.

A contractor or permittee shall maintain insurance with limits no less than:

- a) General Liability - \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000 the required limit shall be \$500,000;
- b) Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- c) Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

- d) General Liability and Automobile Liability Coverage -
 - I. The Village, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the

Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employee's volunteers or agents.

- II. The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- III. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- IV. The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

e) **Worker's Compensation and Employer's Liability Coverage**

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17. **Equal Opportunity** – The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

18. **Execution of Documents** – The Proposer, in signing his Proposal on the whole or on any portion of the work, shall conform to the following requirements:

Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If an official other than the President of the Corporation manually signs such Proposal, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal shall be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Agreement shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

19. **Non-Discriminating** – The Proposer, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
20. **Negotiations** – The Village reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the proposer during discussions or negotiations will be held by the Village as contractually binding on the successful proposer.
21. **Incurred Costs** – The Village will not be liable in any way for any costs incurred by respondents in replying to this RFP. Proposer agrees to comply with all laws, ordinances, and rules of the Village and the State of Illinois.
22. **Proposer Responsibilities** – The selected Proposer will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
23. **Default** – The Agreement may be canceled or annulled by the Village in whole or in part by written notice of default to the Proposer upon nonperformance or violation of agreement terms. An award may be made to another proposer with services similar to those so terminated. Failure of the Proposer to deliver services within the time stipulated on his offer, unless extended in writing by the Village, shall constitute agreement default.
24. **Independent Contractor** – There is no employee/employer relationship between the Proposer and the Village. Proposer is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Proposer. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Proposer and the Village, and the Village is not and will not be liable for any obligations incurred by the Proposer, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Proposer.
25. **Governing Law** – The laws of the State of Illinois as to interpretation, performance and enforcement shall govern this Agreement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 5. Proposers Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the proposer for the construction, product, commodity, or service briefly described as follows:

“Development and Implementation – Hotel Marking Campaign”

- 1) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the proposer is not barred from bidding on this agreement as a result of a conviction for the violation of State of Illinois laws prohibiting bid rigging or bid-rotating.
- 2) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- 3) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the proposer has a written sexual harassment policy in place including the following information:
 - a) An acknowledgment of the illegality of sexual harassment.
 - b) The definition of sexual harassment under State law.
 - c) A description of sexual harassment, utilizing examples.
 - d) The Consultant’s internal complaint process including penalties.
 - e) The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 - f) Directions on how to contact the Department or the Commission.

This Business Firm is (Check One):

_____ Corporation _____ Partnership _____ Individual

Firm Name: _____

Address: _____

Signature: _____

Name _____

Printed: _____

Title: _____

Telephone: _____

Date: _____

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 2023.

Notary Public