



City of Mobile  
Request for Qualifications  
RFQ Number: 2020-05

PARKS AND RECREATION DEPARTMENT  
MARKETING SERVICES

The City ("City") of Mobile is seeking qualification packages from experienced marketing and communications firms to provide marketing and communications services for the City of Mobile, Alabama Parks and Recreation Department.

**Qualifications Due: 5:00 p.m., May 15, 2020.**

Electronic Copies

[MPRDDirector@cityofmobile.org](mailto:MPRDDirector@cityofmobile.org)

Mailing address

City of Mobile  
Director of Parks and Recreation  
48 North Sage Avenue  
Mobile, AL 36607

Submit Questions to: [MPRDDirector@CityofMobile.org](mailto:MPRDDirector@CityofMobile.org)

Timeline for Award:	Qualifications due:	May 15, 2020
	Provider notification:	May 22, 2020
	Contract award	June 15, 2020
	Performance begin	June 22, 2020

**I. INTRODUCTION**

- A. City of Mobile Parks and Recreation vision is to be a fun and safe place where everybody is somebody. Our Mission is to increase the social, emotional, and physical well-being of our community by providing diverse activities in secure and welcoming spaces. We're looking for innovative and forward-thinking projects to promote our parks, facilities, programs, and events.
- B. It is the department's intent to appoint the selected firm to assist with future marketing and advertising campaigns. The chosen firm will be required to:
1. Conduct market research
  2. Pitch strategic, research-based recommendations
  3. Develop and produce creative
  4. Report and analyze and provide results.



## II. STATEMENT OF PURPOSE

- A. The City of Mobile's Parks and Recreation department is soliciting responses from qualified firms that can reliably provide the required services and perform to the satisfaction of the agreement.
- B. The vendor responses should quantify potential benefits and be educational regarding industry best practices and federal/state regulations. In addition, the responses should include cost information to assist with budgeting.

## III. SCOPE OF WORK

- A. For each of the following project areas, the agency should prove capability and describe strategies to be used along with quality controls. The successful agency should demonstrate knowledge and understanding of our brand, shifting dynamics of how consumers receive and use information today. Project areas and expected deliverables are:
  1. **Account Management**: Maintain a relationship and respond to current and future business needs upon mutual agreement to a statement of work.
  2. **Market Research**: Conduct extensive market research in the form of focus groups and/or surveys.
  3. **Brand Awareness Campaign**: Launch various awareness campaigns.
  4. **Production/Creative**: Manage the development of creative content (graphic design of brochures, fliers, etc.) to support the campaign.
  5. **Video creation**: Create, record and edit 15s, 30, 60s video content
  6. **Social Media Planning**: Develop strategic media planning.
  7. **Reporting and Analytics**: Provide timely updates and reports to monitor, measure, and evaluate the campaign's objective.
- B. The City of Mobile reserves the right to place certain media on its behalf and to enter into partnership marketing opportunities with outside companies which may bypass the contracted agency in certain circumstances.

## IV. OTHER PROVISIONS

- A. **Insurance**: For the term of this Agreement, Provider will be required to acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile
  - a. General Liability Insurance – public liability including premises, products and complete operations:



- i. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence
    - ii. Property damage liability - \$200,000 each occurrence
    - iii. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – \$1,000,000 occurrence
  - b. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
    - i. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence.
    - ii. Property damage liability - \$200,000 each occurrence
    - iii. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – \$1,000,000 occurrence.
  - c. Professional Liability Insurance: \$500,000 per occurrence; \$1,000,000 aggregate
  - d. Statutory Workers Compensation insurance.
- B. E-Verify: Provider may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at <http://immigration.alabama.gov/>.
- C. Business Licenses: Provider will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
- D. Provider will be required to hold and maintain a City of Mobile business license.
- E. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.
- F. Non-discrimination: Provider shall abide by provisions of the Mobile City Code, Section 14-1, which prohibits discrimination in employment by Providers and subcontractors performing work for the City.
- G. Disadvantaged business enterprises: Provider shall make every reasonable effort in the use of subcontractors and major suppliers to have at least fifteen



(15) percent participation by socially and economically disadvantaged business enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, and complete the City subcontracting and major supplier DBE form at the time of contract signing.

H. Standard Contract: The City of Mobile uses a standard services contract template. That template is attached as **Exhibit A**.

## V. **QUALIFICATION SUBMISSION**

A. The proposal should consist of business, services and pricing information. It should contain a detailed description of how you will address the full scope of work. Any proposed changes to the scope of work should be fully described. Responses should:

1. Be organized in a format to be easily read.
2. Address one, some or all project areas listed in the scope of work. It's recognized that some firms specialize in some areas and not others. If you are available to provide services in only some of the desired areas of support, please indicate the areas in which you would prefer to focus.
3. Describe your corporate history, key persons who will participate in this work, philosophy, vision, financial strength, and clients.
4. Describe the history/future of the services your agency offers.
5. Describe the current state of the services your agency offers
6. Provide pricing methodology for services rendered for each project area. Please also indicate your preferred hourly rate(s) where applicable.
7. Provide references where you have successfully provided similar services. Preference will be given to firms with experience working in the local market. Please include samples or weblinks to samples of your work.

B. The proposal should include the following information about the vendor:

1. A signed cover letter indicating your firm name, home office address, and point of contact information for follow up with you regarding your submission.
2. Mission and vision statements and business strategies
3. Company years of continuous service.

C. The City of Mobile may elect to conduct follow-up interviews and request a sample design idea relative to the type of services the City is soliciting.

D. All submissions will remain the property of the City of Mobile.



- E. The City reserves the right to select one, more than one, or no firm for this opportunity.

**VI. QUALIFICATIONS SCORING**

- A. Submissions will be scored on the following 100-point scale:
  - a. Similar Contract Experience/Performance 25 points
  - b. Qualifications of Key Persons 15 points
  - c. Market Familiarity 25 points
  - d. Value & Plan 20 points
  - e. References 15 points
  
- B. Submit qualifications packages so that they are received by the Mobile Parks and Recreation Department Director by 5:00 pm, Mobile local time, Friday, May 15, 2020, by email or in a sealed package or envelope marked:

**City of Mobile Request for Qualifications  
Parks and Recreation Marketing Services  
RFQ #2020-05  
Due May 15, 2020**

- VII. **EXHIBITS:**      A. City of Mobile Standard Contract Template

## EXHIBIT A: City of Mobile Standard Contract Template



### City of Mobile Parks and Recreation Marketing Services

#### AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and \_\_\_\_\_ (hereinafter "Contractor"), a for-profit corporation organized under the laws of the State of Alabama.

WHEREAS, the City desires to provide marketing services for the Parks and Recreation Department for the City of Mobile, Alabama, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods.

**ARTICLE 2. Insurance:** For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following minimum insurance, naming the City as an additional insured, with a company licensed and qualified to do business in the State of Alabama, and certified by an agent licensed and qualified in the State of Alabama:

1. General Liability Insurance – public liability including premises, products and complete operations:
  - a. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence
  - b. Property damage liability - \$200,000 each occurrence
  - c. Or, (in lieu of a. and b. above), Bodily injury and property damage combined – \$1,000,000 occurrence
2. Comprehensive – Automobile Liability Insurance, including owned, non-owned, and hired vehicles.
  - a. Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence.



- b. Property damage liability - \$200,000 each occurrence
  - c. Or, (in lieu of (1) and (2) above). Bodily injury and property damage combined – \$1,000,000 occurrence.
3. Professional Liability Insurance: \$500,000 per occurrence; \$1,000,000 aggregate
  4. Statutory Workers Compensation insurance.

Evidence of such insurance shall be included as **Exhibit B** to this contract.

**ARTICLE 5. Breach of Contract:** In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

**ARTICLE 6. Indemnification:** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's gross negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 7. Entire Agreement:** This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.



**ARTICLE 8. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

**ARTICLE 9. Licenses, permits, etc.:** Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

**ARTICLE 10. No Agency Relationship Created:** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**ARTICLE 11. Nondiscrimination:** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

**ARTICLE 12. Termination of Contract:** Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

**ARTICLE 13. Assertion of Rights:** Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 14. Notices.** Notice for the City shall be mailed to:  
City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

Notices to Contractor shall be mailed to:





**ARTICLE 15. Compliance with Alabama Immigration Law**

By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

**ARTICLE 16. Boycotts**

By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**ARTICLE 17. Signatures:**

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

\_\_\_\_\_, Its \_\_\_\_\_ (title)  
On behalf of Contractor

\_\_\_\_\_ Date

CITY

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_ Date



Mobile Parks and Recreation  
Marketing Services  
RFQ # 2020-05  
Due: May 15, 2020

**EXHIBIT A:** Scope of Work (May refer to RFQ and Provider submission)

**EXHIBIT B:** Insurance