

REQUEST FOR PROPOSALS

Solicitation: Strategic Marketing Initiative Issue Date: 10/30/20

RFP DUE DATE AND TIME: Thursday, December 17, 2020 @ 4:00 PM

Proposals shall be submitted on the enclosed form(s) and returned to the office of

City of Quincy - Purchasing Department 730 Maine Street, Suite # 226 Quincy, Illinois 62301 Project Name: Strategic Marketing Initiative

Proposals shall be enclosed in a sealed envelope with the return address and the following clearly marked on the outside of the envelope:

"Proposals For: City of Quincy – Strategic Marketing Initiative RFP" Date: Thursday, December 17, 2020 – 4:00 PM"

All proposal envelopes must be clearly marked with the above statement written on the outside of the proposal packet. The City of Quincy assumes no responsibility for unmarked envelopes being considered for award. Only one (1) proposal per envelope. Authorized company representative is required to sign in ink the proposal signature form. Any proposal not containing the signature form will be automatically rejected. It is requested that completed proposals be either typewritten or handwritten in black ink only. Electronic or Facsimiles will not be considered. Proposals received after the time the bids are due will not be considered for award and will be returned unopened. Subject to the conditions, provisions and the enclosed information, sealed proposals will be received by the Purchasing Department until the stated date and time.

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STANDARD INSTRUCTIONS WITH TERMS AND CONDITIONS

It is imperative that proposed responses address the specific questions of this RFP.

Terms used in these Proposal Documents that are defined in the Contract have the meanings assigned to them therein. Other terms used in the Proposal Documents not defined elsewhere follow and are applicable to both the singular and the plural. All defined terms are capitalized throughout the Proposal Documents.

- "City" The City of Quincy, Illinois, the agency issuing this RFP.
- "Firm or Consultant" Individual or company whose Proposals has been accepted by the City and is awarded a fully executed, written contract.
- "Proposal Documents" include the Advertisement for Proposals, the Information for Proponents, the Instructions to Proponents, the Proposal Instructions and Forms, and the Draft Contract, together with any appendices, exhibits or addenda thereto.
- "Proponent" means the person or business entity that submits a Proposal directly to the City.

Responses are required in **Sections 3 - 7** of this RFP. The exact detailed format for this type of response is left to the vendors' discretion.

The proposer should add pertinent comments, if any, next to each detail requirement. The proposer should take great care in completing this document. There are several requirements that request additional documentation from the proposer. The proposer should attach any additional documentation in the "Additional Comments/Documentation" section of the proposal as outlined throughout the Proposal.

1. Vendor Legal Documentation

To shorten the legal review time during contract negotiations please forward a copy of your firms contract agreement and any other required legal documents that you anticipate being valid.

2. Examination of Proposal Documents

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Examine the Proposal Documents, with special attention to the terms and conditions of the Draft Contract.
- Become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of the services or equipment required under the Draft Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Draft Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.
- Submit any questions concerning the Proposal Documents in writing to the City in a timely fashion in order that the questions may be answered in an addendum to be issued by the City.

- Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent's own expense, make or obtain any additional examinations, investigation, research and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Draft Contract and that the Proponent deems necessary to prepare its Proposal. Proponents are expected to be knowledgeable about the service or goods that they are proposing.

Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, and other matters necessary to ensure high quality customer service throughout the term of the contract.

3. Interpretations and Addenda

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be directed, in writing, to the contact person specified in Section 1.2.

Questions must be received by date stipulated in Section 1.2 in order to be considered. The City will provide written answers to all questions through addenda to this Request for Proposal. The City reserves the right to modify the Draft Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written request for Proposal Documents.

Questions regarding interpretations of contract language must be asked at this point in the process. The Successful Proponent will be expected to execute the Contract, as included in this RFP, as amended by the City in response to Proponent questions, and as otherwise amended prior to the finalization of the Contract.

4. <u>Contractor Proprietary Information</u>

All proposals submitted will be the property of the City of Quincy. Information that a contractor clearly identifies in the proposal as being privileged or proprietary, will not be disclosed to other contractors or non-city project team members to the extent allowed by law.

5. <u>Cost of Proposal Development</u>

All costs associated with the preparation and submittal of responses to this RFP and all costs of conducting system demonstrations shall be entirely those of the proposer. The City of Quincy will not be responsible for any proposal development costs. All supporting documentation and other materials submitted shall become the property of the City of Quincy.

6. <u>Selection of Proposals</u>

After the City of Quincy project team and City Council approves a proposal, the winning vendor will be notified by telephone and written letter.

7. Limitations

Only proposals that City of Quincy has received by the response deadline will be evaluated.

Should the City of Quincy enter into a contract for any goods or services as a result of this RFP, the contractor shall be responsible, at its cost, for ensuring compliance with all applicable federal, state, and local laws and regulations pertaining to the procurement of products and services pertaining to this RFP.

The City will not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.

If any addenda are issued to this RFP, the City will attempt to notify all prospective Contractors who have secured same. However, it will be the responsibility of each Contractor, prior to submitting the competitive proposal, to contact:

Purchasing Department City of Quincy (217) 228-4502

to determine if any addenda were issued and to make such addenda is part of the competitive proposal.

This RFP is not an offer to contract but merely a request for information that may or may not lead to a final agreement. No contract will be considered binding upon either party except in the form of a final written agreement executed by both parties. This solicitation for proposals may be cancelled, or offers may be rejected in whole or in part when in the best interest of the City of Quincy.

Failure to include in the proposal all information outlined in this RFP may be cause for rejection of the proposal.

8. <u>City Investigations and Process Decisions</u>

As part of the RFP evaluation process, the City reserves the right to do any or a combination of the following:

- Contact officials from other jurisdictions regarding the Proponent.
- Visit a Proponent's facilities, including proposed processing facilities, and view proposed vehicles and equipment.
- Meet the Proponent's personnel, including interviewing the Proponent's route, operations, management, financial and customer services personnel during the performance of their regular duties.
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants.
- Request clarification or additional information from a specific Proponent in order to assist in the City's evaluation of a Proposal.
- Require changes in the contract as deemed necessary by the City.
- Decline to award a contract or contracts for services as a result of this RFP process.
- Discontinue negotiations with the selected Proponent or any Proponent, and commence discussions with any other party.

- Withdraw the RFP and reject any or all Proposals.
- Not award to any or all Proponents and issue a subsequent RFP based on refinements of concepts proposed in response to this RFP.
- Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions.

9. <u>Proposal</u>

The Proponent's Proposal must provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in current year dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent as described in the Basis of Award section of these Instructions to Proponents. All costs, including overhead and profit, and taxes, fees or surcharges imposed by federal, state or local laws, for which the Proponent expects to receive payment as a result of the Project must be included in the unit prices, unless otherwise specifically directed.

The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certifications whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price and documentation on why the City must pay the tax.

The data included in the Scope of Services should be viewed as estimates and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Project may differ.

10. Modification or Withdrawal of Proposals

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing to the City contact shown in Section 1.2 and shall include the signature of the Proponent and must be received before the date and time set for receipt of proposals. If, within twenty-four hours after Proposals are opened, any Proponent files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was an unknown, material and substantial mistake in the preparation of its Proposal, that Proponent may withdraw its Proposal and the Proposal security will be returned.

11. Basis of Award

If the Contract is to be awarded by the City, the Notice of Finalist will be given to the Selected Proponent based off the Estimated Schedule, which can be found on Page #19, Section 5 – "Instructions and Information For Proponents", 5.2 .Estimated Schedule of Procurement Activities. The City of Quincy reserves the right to alter the timing of the start of any work noted on schedule.

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional Proposals. In addition, the City is not required to bid this Contract. Therefore, the City reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, or terminate the RFP process and negotiate a contract independently of this process with any entity, at the City's sole discretion.

STANDARD INSTRUCTIONS WITH TERMS AND CONDITIONS

The City will base its selection on considerations including, but not limited to, unit prices and the clear ability of the Proponent to successfully perform under the terms of the Contract. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Proposals.

Proposals will be reviewed by an evaluation team composed of City staff and possibly one or more consultants. Proposals may be evaluated in two phases: (1) a review and evaluation of proposal elements other than price, including reference checks; and (2) review of price proposals and scoring of the price components. The City's evaluation committee will then select a finalist Proponent. A contract will then be finalized with the selected Proponent or with another Proponent if contract finalization with the finalist is not successfully concluded in a timely manner.

Unless otherwise noted, the City's proposal evaluation committee may review proposals based on the following criteria:

(1) Responsiveness/Completeness

Each proposal will be reviewed based on responsiveness to the information required. All forms must be completed, all questions answered, and all information supplied in the format requested. The City may disqualify any proponent not meeting these initial requirements. Proponents meeting these initial criteria may be contacted by the City to provide specific clarifications.

(2) Minimum General Qualifications

Proponents must have experience in the specific area outlined by the various sections of this proposal. Proponents shall submit all information related to their ability to successfully perform the work described in the RFP. Proponents who do not fully respond to all questions, who do not clearly outline their proposed services, equipment and approaches, and/or who fail to clearly demonstrate their ability to perform under the Draft Contract shall be determined to "fail" meeting the Minimum General Qualifications.

- (3) Price Evaluation
- (4) Customer Service Approach, and References
- (5) System Design and Operations

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Proposals. The City reserves the right to reject the Proposal of any and all Proponents, if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive or because the Proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by the City. The City also reserves the right to suspend the RFP process and extend the existing contract and/or negotiate and execute a contract with any party.

The City may elect to further clarify proposal evaluation and scoring through an addendum to this RFP.

12. Process Integrity Requirements

Each Proponent is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Proponent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proponent's proposal. Requirements include:

• All RFP related communications with the City, from the time this RFP is advertised and issued until the time a negotiated contract is forwarded to the City Council, shall be through the staff contact provided in this RFP.

STANDARD INSTRUCTIONS WITH TERMS AND CONDITIONS

- Proponents or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other agents regarding this RFP from the time this RFP is advertised and issued until the time a finalized contract is forwarded to the City Council.
- Only City provided information and RFP materials and Addenda that are provided in writing to all Proponents are to be utilized in developing the Proposal. Any Proponent's reliance on other City information and materials may result in a non-responsive Proposal due to inaccurate or incomplete information.
- Any information and materials to be utilized by the City during the Proposal evaluation and selection process must be included as part of the original proposal or submitted in response to a specific request from the City.

Any evidence that indicates a Proponent has failed to comply with the specific Process Integrity Requirements or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention may result in that Proponent's disqualification and forfeiture of the Proponent's Proposal Bond. The City reserves the sole right to disqualify any Proponent at any point in the process prior to Contract award for failure to comply with this requirement.

SECTION 1 – GENERAL INFORMATION

This section sets forth general requirements for the proposer in order to successfully submit a proposal based on the scope of services set forth in the next section(s).

1.1. Solicitation for Proposals

The City of Quincy is seeking a partner to deliver a multi-faceted marketing campaign for the City of Quincy.

1.2. <u>Right of Refusal</u>

The City reserves the right to refuse all proposals in their entirety.

The City reserves unto itself the right to interview contractors or prospective contractors, either prior to or subsequent to the awarding of the proposal, to discuss the nature of the project. The City also reserves unto itself the right to award the contract to a contractor whose proposal is not the lowest proposal, but whose knowledge, expertise, reputation, experiences, and/or previous results on projects, most closely meets the demands and needs of the City. The City reserves unto itself the right to reject a proposal from any contractor whom the City does not believe is qualified to perform the project or whose financial situation is such that there is a possibility that the contractor will not successfully complete the project.

1.3. Independent Contractor Status

It is expressly understood and agreed that the proposer is an independent contractor at all times and for all purposes hereunder. Officers, employees, or representatives of the Contractor will not be deemed in any way to be and shall not hold themselves out as employees, servants, representatives, or agents of the City and will not be entitled to any fringe benefits of the City, such as, but not limited to, health and accident insurance, life insurance, longevity, economic increases or paid sick or vacation leave. Solely the Contractor will be responsible for paying payroll wages, for the withholding and payment of all income and social security taxes to the proper federal, state, and local governments, and for providing workers' compensation and unemployment insurance of the Contractor.

1.4. <u>Subcontracting</u>

A contractor may provide services through another company or subcontractor provided:

- This provision is not excluded under the Scope of Services.
- The Contractor assumes complete responsibility for implementing all aspects of the RFP. In other words, the City will not be required to enter into any other agreement with any other company or subcontractor upon awarding a contract to a Vendor responding to this RFP.
- The Contractor will provide documentation to the City that it can continue to support all aspects of the Project services, and other required conditions proposed in the event another company or subcontractor should go out of business or cease to do business with the contractor for any reason.
- Contractor to provide copies of subcontract agreements to the City before the contract is signed.

SECTION 1 – GENERAL INFORMATION

1.5. Assignment of Contractual Rights

It is agreed that the successful vendor shall not assign, transfer, convey, or otherwise dispose of the contract or its rights, title or interest in to any part thereof, without previous written consent of the City.

1.6. Compliance with Regulations and Standards

All contractors, during their contracted services, must meet or exceed current standards of at least the organizations listed below:

- Institute of Electrical and Electronic Engineers (IEEE)
- American National Standards Institute (ANSI)
- The Environmental Protection Agency (EPA)
- Contractor Work Hours and Safety Standards Act
- Equal Opportunity Act

1.7. Compliance with the Law

Contractors shall adhere to all applicable federal, state, and local laws, ordinances, and regulations while rendering services pursuant to this Agreement.

1.8. <u>Venue</u>

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of Illinois. Venue for any litigation arising out of the contract will be vested in Adams County, Illinois.

1.9. Indemnification and Hold Harmless

The Contractor, at its own expense, will protect, defend, indemnify, and hold harmless the City and its elected and appointed officers, employees, or agents from and against any acts, omissions, or negligence by the Contractor that may rise out of this agreement.

1.10. Successors and Assignment of Contractual Rights

The rights and obligations of the Contractor in connection with this project will be binding upon its heirs and successors except that the City reserves the right to terminate the contract with the Contractor, in whole or in significant part, is acquired by another entity during the term of this contract. It is agreed that the successful Contractor will not assign, transfer, convey, or otherwise dispose of, the contract, or its right, title, or interest into any part thereof, without previous written consent of the City.

1.11. Cancellation

The City of Quincy reserves the right to cancel the whole or any part of the contract, if the Contractor fails to perform any of the provisions in the contract or fails to adequately provide quality service during the contract period. The cancellation notice will be written and delivered by certified mail to the contractors address on record.

1.12. Insurance

If stipulated in the Scope of Services, the limits of liability for the insurance required by this section shall provide coverage for not less than the following amounts or greater where required by law or regulation.

- 1) Worker's Compensation:
 - a) Worker's Compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Coverage may be provided by a group self-insured authorized in Section 4 (a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
 - b) Employer's Liability

(i) Each Accident	\$500,000
(ii) Disease – Policy Limit	\$500,000
(iii) Disease – Each Employee	\$500,000

2) Commercial General Liability:

Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for the contractor's operations or any subcontractors operations (contingent or protective liability) completed operations, broad form property damage, hazards of explosion, collapse and underground and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

a)	General Aggregate Limit	\$2,000,000
b)	Products	\$2,000,000
c)	Each Occurrence Limit	\$1,000,000

Coverage shall provide by an endorsement in the appropriate manner and form, the city, its officers, employees, agents, and consultants (if any) shall be named as additional insured with respect to the policies (general and umbrella if required) for occurrences arising in whole or in part out of the work and operations performed.

- 3) Comprehensive Automobile Policy:
 - This policy covers owned, non-owned, and hired vehicles.
 - a) Bodily Injury and Property Damage Liability Limit Each Occurrence: \$1,000,000
- 4) Umbrella Policy:

Any umbrella policy shall provide excess limits over and above the other insurance limits stated. The contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

5) General Insurance:

All insurance shall remain in force during the contract period, covering occurrences happening on or after the effective date and remaining in effect during the performance of the work and at all times thereafter when the contractor may be correcting, removing, or replacing defective work until this contract expires. Termination or refusal to renew shall not be made without thirty days prior written notice to the city by the insured and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

A certificate of insurance by the insurer issuing the policy and endorsements setting forth the coverage limits, and endorsements shall be filed with the city before the city will execute the

SECTION 1 – GENERAL INFORMATION

contract. A certificate of insurance shall include a statement that "the coverage and limits conform to the minimums required in the contract documents". In no event shall any failure of the city to receive certificates or to demand receipts be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

All costs as specified herein shall be considered as included in the cost of the contract. The contractor shall at his/her own expense and risk of delay, cease operations if the required insurance is terminated or reduced below the required amounts. Coverage in the minimum amounts set forth herein shall not be construed to relieve the contractor to indemnify in excess of the coverage in accordance with the contract.

1.13. <u>Delinquent Payment</u>

By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owned or accruing to the City of Quincy or in the payment of any tax administered by the Illinois Department of Revenue.

1.14. <u>Termination for Convenience</u>

The City reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least sixty (60) days prior to the intended termination date. Contractor shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to the effective date of the termination, less any payments previously made by the City for such Goods or Services, but in no event shall Contractor be entitled to recover loss of profits.

1.15. Termination for Cause

In the event that either the Contractor or the City defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

The City reserves the right to terminate the Agreement at any time by providing fifteen (15) days written notice to Contractor if Contractor mistreats animals or is otherwise cruel towards animals as determined by the City. Likewise, the City may terminate the Agreement at any time by providing fifteen (15) days written notice to Contractor if Contractor or its employees commit a violation of any law, which violation may, in the sole judgment of the City, reflect adversely upon the City. Contractor will investigate all reports of violations of any laws relating to animal control and regulation and, when warranted by the facts, shall cause to be prosecuted all persons charged with violation of said law(s). Contractor will indemnify and hold the City harmless from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Contractor, its agents, or servants in connection with the operation of the City Animal Shelter, or its own shelter, or in the performance of related duties. Contractor shall fully inform all persons using or being upon the said premises, or dealing thereat, of the non-liability of the City for any act or neglect of the Contractor, by posting an adequate number of notices to that effect in, about, or on said premises.

SECTION 1 – GENERAL INFORMATION

If during the term of this Agreement, Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Contractor shall give the City written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the City, the City may terminate this Agreement immediately upon written notice thereof to Contractor.

1.16. <u>Severability</u>

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

1.17. <u>Ownership of Work Product</u>

The City, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Contractor in the performance of this Agreement.

1.18. <u>Records, Audit and Inspection</u>

Contractor shall maintain such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under this Agreement and such other additional records as the City may reasonably require in connection with this Agreement. Contractor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefrom. The City and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Contractor in connection with this Agreement. The City and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Contractor's normal business hours, Contractor's production and related facilities utilized to perform its obligations under this Agreement.

1.19. Publicity

Neither Contractor nor any subcontractor shall use the name of the City of Quincy, or quote the opinion of any City employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the City.

1.20. Substance Abuse

Contractor shall advise its employees and the employees of its subcontractors and agents that:

- a) It is the policy of the City of Quincy to provide a drug-free work environment. To that end the City prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for nonmedical reasons.
- b) Any employee of Contractor who is found in violation of the policy may be removed or barred from the work site at the discretion of the City.

1.21. <u>Reservation of Rights</u>

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

SECTION 2 - CITY INFORMATION AND MINIMUM QUALIFICATIONS

2.1 <u>City Overview</u>

The City of Quincy is located in Adams County in West Central Illinois. Its western border is the Mississippi River and the State of Missouri. Its population is 40,633. The City Government is composed of an elected Mayor and 14 city council members with an appointed City Administrator.

The City is responsible for Central Services which includes roads, streets, waste management, forestry, barge dock, public transportation; Planning & Development including code enforcement; Utilities including sewage treatment, storm water management, and water treatment; Public Safety including Police and Fire services; Municipal Airport and Civil Engineering. Administrative responsibilities include finance and accounting, procurement and contracting, information management services, personnel, risk management and the City's Clerk's office.

2.2 Fiscal Year

The City's fiscal year runs from May 1st through April 30th of each calendar year.

2.3 <u>Holiday Schedule</u>

The City's holiday schedule shall include:

New Year's Day	Martin Luther King Day	Presidents Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day Veterans D	
Thanksgiving Day and Friday	Christmas Eve and Day	

2.4 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this Contract. A breach of this provision may be grounds for termination of this Contract.

2.5 <u>Proprietary Information</u>

In accordance with the Illinois Public Records Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and responses thereto are in the public domain. However, the proposals are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

2.6 Insurance

The Proposer shall secure and maintain during the entire term of the contract and extensions thereto, liability insurance in an amount satisfactory to the City as stated in Section 1.13.

SECTION 3– BACKGROUND & PURPPOSE

The city of Quincy in the state of Illinois, hereafter called "The City," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in designing, developing, and producing a campaign that enhances Quincy's image and reputation as a desirable place to relocate and supports the City's efforts to sustain and attract business investment.

Quincy is the economic and cultural hub of west-central Illinois, southeast Iowa and northeast Missouri, serving nearly 300,000 people within a 75-mile radius. Built on limestone bluffs with striking views of the Mississippi River, the City is located on the river's eastern bank in Adams County, Illinois. Known as the "Gem City," Quincy remains a prominent river town with a population of more than 40,000 and is the largest City in a 100-mile radius

During the past five years, the City of Quincy has realized more than \$700-million in public and private investments. Thanks to those investments, Quincy is home to brand-new public schools, a state-of-the-art law enforcement center, new manufacturing facilities and world-class health care organizations. Investments will continue in the coming years through the expansion of trail-ways, the modernization of the riverfront, and the continued creation of a downtown that provides a "big-city" experience in the heart of the Midwest.

One of Quincy's best qualities is that someone can get up from behind their desk and be biking or jogging along a trail, exploring Quincy's historic riverfront, within a few minutes of leaving the office. Few communities can free up hours in your daily calendar to pursue your passions while still providing the low-cost of living that allows someone to be economically-free to flourish.

Job creation and expansion as well as economic vitality are critically important to Quincy's long-term future. In fact, the Quincy regional will create 3,200 new jobs over the next ten years. These new jobs will need to be filled and we believe Quincy will be a good place to call home for potential employees who want to flee the big city or the struggling small towns across the country. Current available opportunities in high demand include advanced manufacturing, logistics, transportation, healthcare and education. Positions for each industry include administrative staff openings

Quincy is a small town where you can live large. It is a community in which the median household income is growing (\$48,454) and the cost of living is approximately 20% less expensive than the national average (81.5). Quincy recently completed a new strategic plan. That process found that similar-sized cities in the Midwest, which have a higher cost of living, have grown in population while Quincy's population has decreased despite a lower cost of living. We want to change that outcome.

We would like to create a strategic marketing campaign that:

Recruits Quincy natives and those with ties to Quincy: We need to create an overarching image campaign that will support and enhance ongoing economic development strategies aimed at welcoming Quincy alums back home.

Harness the power of Quincy's quality of life: We believe Quincy is a great place to live, work, and raise a family. We know many cities throughout the Midwest are struggling. Large metro-areas can be too expensive in which to live, unsafe, and passing by the young professionals who are trying to move upward in their careers while still supporting their families. Smaller communities are losing good-paying jobs, which makes it difficult for an individual with a particular skill-set or professional ability to find meaningful employment. Quincy has jobs to fill with opportunity for advancement and only a 12-minute average commute along with various other professional and personal amenities. We believe people can find not only a fulfilling career in our community, but also a satisfying lifestyle.

SECTION 3– BACKGROUND & PURPPOSE

Changes Perceptions: Let's face it: Illinois has a severe image problem. Residents, business owners and visitors view the state in a negative way due to the perception of high taxes, an unfriendly business climate and a corrupt political environment. We want to flip the script. We must make sure people know that Quincy is a business-friendly community where regulations do not get in the way of expansions. We want to make sure people know that Quincy is an inexpensive place to live and work, providing the financial ability to pursue your dream. Elected leaders from both sides of the political aisle worked together to secure \$230-million to construct a new Veterans Home in Quincy. The city has new schools, new health care facilities, and expanding factories. The community is investing in itself and we want others to know they are welcome to come to a community that rewards hard work and caring for others.

The City intends to award one contract to provide the services described in this RFP. A selection committee will evaluate proposals based on the consultant's ideas, creativity and ability to achieve the project's objectives.

SECTION 4 – SCOPE OF WORK

General Scope

The City of Quincy is requesting proposals from firms interested in designing, developing, and producing a campaign that builds Quincy's image and reputation as a desirable place to relocate and supports the City's efforts to sustain and attract business investment.

In alignment with the City's efforts to advance economic prosperity for the city, its citizens and businesses, the City is seeking a partner to deliver a multi-faceted marketing campaign targeting former residents of Quincy and residents in cities with declining population or job opportunities to change their perceptions of our community with the end goal of choosing Quincy as a place they would like to live or expand or relocate their business.

The selected campaign will promote significant growth that connects people to place and builds upon culture, historic and natural assets to enhance economic vitality through increased median household income, low cost of living and the availability of livable-wage jobs. The campaign will:

- Reintroduce Quincy's strong business, entrepreneurial, quality of life and natural assets that define it as an attractive place to live
- Counter the negative perception that living or operating a business in Quincy is not attractive because of the State of Illinois.
- Open doors for lead generation and will support efforts to build connections and relationships with former residents of Quincy and key decision makers and influencers.

The campaign will be the foundation for all business and talent development related communication that highlights Quincy as a top choice to live and do business. It will not only demonstrate Quincy's favorable condition for business, but all aspects of Quincy's "livability" with particular focus on the needs and desires of contemporary and/or post-millennial Gen Z business owners and Quincy natives who may desire a return to the city.

The successful proposer is required to provide the necessary services to build Quincy's talent attraction marketing campaign. The approach should be well-designed and executed utilizing industry standards and practices. Any new research and subsequent analysis should be methodologically sound. The campaign should advance knowledge of Quincy's economic strength and opportunities, be versatile enough to implement across multiple channels and platforms, especially digital, and creatively and purposefully juxtapose urban experience and data/facts to differentiate the City.

The campaign should include, but is not limited to the following elements:

- 1) Strategies and tactics for marketing and talent attraction.
- 2) Evaluation/Utilization of all media types.
- 3) Recommendations for media placements.
- 4) Budget recommendations for plan execution.
- 5) Expectations of the City of Quincy involvement and participation in execution.

The Director of Planning at the City will serve as the Project Manager for the purposes of developing an economic development marketing plan. The agency will report to the Project Manager, who will collaborate directly with City Administration to guide and inform the work. The consultant may also work directly with the project manager for the City in order to facilitate the timely exchange of information, data, and resource.

SECTION 5 – INSTRUCTIONS AND INFORMATION FOR PROPONENTS

5.1 RFP SUBMISSION

The City of Quincy's Purchasing Agent is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the Purchasing Agent, as follows:

City of Quincy – Purchasing Department Attn: Mary-Ann Ervin 730 Maine Street – Suite 226 Quincy, IL 62301 217-228-4502 purchasing@quincyil.gov

5.2 **ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 02, 2020
Question and answer period (Submitted online)	December 01, 2020
Issue addendum to RFP (if applicable)	December 07, 2020
Proposals Due	December 17, 2020
Evaluate Proposals	January, 2021
Negotiate Contract	February-March 2021
City Council Approval of Contract	March-April 2021
Begin Contract Work	May 3, 2021

** The City of Quincy reserves the right to alter the timing of the start of any work.

5.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES & SUBMISSION OF PROPOSAL

The Proposer shall submit Proposals as required, complying with the requirements of the Proposal documents. Submit three (3) copies, printed and double-sided, of the Proposal Forms and other supporting documents. The documents and forms shall be signed by an authorized person, with the signature notarized as specified, and with the contact person's title, address, telephone number and email address provided. In addition to the printed copies, the Proponent shall provide an electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such as annual reports) on a flash drive submitted with the printed proposal packet.

RFP shall be delivered to:	City of Quincy – Purchasing Department
	Attn: Mary-Ann Ervin
	730 Maine Street – Suite 226
	Quincy, IL 62301

RFP shall be placed inside a sealed envelope, with a return address & clearly marked with: City of Quincy – Strategic Marketing Initiative RFP Due Date: 12/17/2020 Time: 4:00 pm

NOTE: Proposals will not be accepted by fax or email.

SECTION 5 – INSTRUCTIONS AND INFORMATION FOR PROPONENTS

B. PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms must be completed in black ink, by typewriter or by reproduction of the original forms with a computer. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. The City may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any proposal that in any manner fails to conform to the conditions of this Request for Proposals.

The Proponent must sign its Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proponent is a duly organized and validly existing firm, licensed to do business in the City. If not licensed, a sworn statement must be attached that the Proponent will take all necessary actions to become so licensed if selected as the Successful Proponent. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

5.4 Questions Concerning the Request for Proposal

Please direct all questions concerning this RFP to the City of Quincy's online solicitation. Vendors will submit their questions via online, as per the questions deadline, which is noted within the solicitation as well.

Questions shall be submitted via online no later than December 1, 2020, by 4:00 pm..

For general questions regarding the RFP or questions about the RFP process, Proposers may contact the following:

Purchasing Department City of Quincy 730 Maine Street, Suite # 226 Quincy, Illinois 62301 (217) 228-4502 purchasing@quincyil.gov

MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Illinois. The Firm must have 5 years of experience in marketing, strategy and execution.

SECTION 5 – INSTRUCTIONS AND INFORMATION FOR PROPONENTS

5.2 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 3, 2021 and to end on May 1, 2024.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract period with the total contract period not to exceed five (5) years.

5.3 ACCEPTANCE PERIOD

Proposals shall remain in effect for forty-five (45) days for acceptance by the City from the due date for receipt of Proposals.

SECTION 6 – PROPOSAL CONTENTS

6.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" $\frac{1}{2} \times 11$ ") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable.

The major sections of the Proposal are to be submitted in the order noted below:

- 1. Letter of Submittal
- 2. Proposal Campaign
- 3. Agency Information
- 4. Reference Projects
- 5. Reference Clients
- 6. Cost Proposal
- 7. Bid Summary Page
- 8. Signature Page

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluation of the Proposal, but should assist the Proposer in preparing a thorough response.

6.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- 1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- 2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- 3. Location of the facility from which the Firm would operate;
- 4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- 5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

6.3 PROPOSED CAMPAIGN APPROACH

Provide a proposed campaign approach and any necessary supporting elements to accomplish the stated objective.

6.4 **PROPOSER'S AGENCY INFORMATION**

Provide Proposer's experience and history: information on Proposer's agency size, organizational charts, executive background, and clearly identified team lead and staff who will be working on the project and their relevant work experience.

SECTION 6 – PROPOSAL CONTENTS

6.5 **REFERENCE PROJECTS**

Provide three (3) reference projects that clearly indicate your professional expertise and proposals to lead a City Marketing effort and outline relevant work/project experience.

6.6 **REFERENCE CLIENTS**

Provide two (2) reference clients and contact information that the City may contact to discuss their experience working with you through this project.

6.7 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Illinois State Sales Tax, if applicable.

Costs for subcontractors are to be broken out separately.

RELATED INFORMATION

- If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- 2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

6.8 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

SECTION 6 – PROPOSAL CONTENTS

6.9 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Quincy reserves the option of awarding this contract in any manner most advantageous for the City

The City intends to award one contract to provide the services described in this RFP. A selection committee will evaluate Proposals based on the consultants' ideas, creativity, and ability to achieve the project's objectives.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors.

The City of Quincy reserves the right not to award a contract for this RFP, and will not reimburse the cost incurred by bidders who respond to this notice.

6.10 NOTIFICATION TO PROPOSERS

After an award recommendation has been determined, Proposers will be sent a Notification of Intent to Award notification via e-mail.

SECTION 7 – BID SUMMARY PAGE

Company Name:		
Address:		
City, State, Zip Code:		
Contact Person:	 	
Telephone #:	 	
Email Address:		

Reason: Strategic Marketing Initiative

RETURN WITH PROPOSAL

By signing this "SIGNATURE FORM" the undersigned proposer certifies that he or she or it is not barred from contracting with the City of Quincy, Illinois as a result of a violation of Articles 33 or 33E of the Criminal Code of 1961 (720 ILCS 5/1-1 et seq.). The undersigned proposer acknowledges he or she has read the terms and conditions including page 9 of this RFP.

Also, pursuant to Section 5/11-42.1-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), the undersigned proposer certifies, under oath, that he or she or it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless such bidder is contesting the liability for the tax or the amount thereof in accordance with the procedures established by the appropriate revenue act.

Failure to complete this notarized certification may result in the rejection of this bid.

(If an individual) Signature: Business Address:	(Seal)	
(If a partnership) Signature: Partnership Name: Partnership Address:	(Seal)	
(Names and Addresse	s of all members of the partnership)	
(If a corporation/LLC) Signature: Company Name: Company Address:	(Seal)	
President/Manager: Secretary/Member: Treasurer/Member:		
SIGNED and SWORN t	o before me day of,	
(NOTARY SEAL) Notary Public		
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