



Request for Proposals
Destination Marketing Organization

RFP 23-29-PLAN
December 5, 2023

PROPOSALS DUE:

Tuesday, December 20, 2022
11:00am

Late proposals will be rejected

Anthony Delaney
93 Washington Street, 2nd Floor
Salem, MA 01970
adelaney@salem.com
(978) 619-5695

REQUEST FOR PROPOSALS 23-29-PLAN
DESTINATION MARKETING ORGANIZATION
COVER SHEET

Proposer: _____

Street Address: _____
Number and Street City State Zip Code

Taxpayer Identification No.: _____
Social Security Number Federal Identification Number

Contact Name: _____

Telephone: _____

Email Address: _____

Fax: _____

Authorized Signature: _____

Name, Printed: _____

Title: _____

Date: _____

LEGAL NOTICE
CITY OF SALEM
RFP23-29-PLAN

Sealed proposals will be received at the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970 until 11:00am on Tuesday, December 20, 2022, at which time and place they will be opened for the following:

Destination Marketing Organization

The bid award is made by the Purchasing Agent and is subject to Mayoral approval. The City of Salem reserves the right to reject any and all proposals or to waive any informality in the RFP process, if deemed in the City's best interest.

Proposal documents are available upon request at www.salemma.gov/bids.

Anthony Delaney
Purchasing Agent

REQUEST FOR PROPOSAL 23-29-PLAN
DESTINATION MARKETING ORGANIZATION
CHECKLIST

Submissions:

- Completed Cover Sheet
- Price Proposal Form (Separate, sealed envelope)
- Non-Price Proposal
 - Signed Certificate of Non-Collusion
 - Signed Tax Compliance Certification
 - Signed Certificate as to Corporate Bidder (if applicable)
- Acknowledgement of Addenda: _____ (if applicable)

REQUEST FOR PROPOSALS 23-29-PLAN
DESTINATION MARKETING ORGANIZATION
PRICE PROPOSALS

The undersigned hereby submits a price proposal to perform the services outlined in the City of Salem Destination Marketing Organization Request for Proposals.

CONSULTANT NAME: _____

ADDRESS: _____

The CONSULTANT hereby pledges to deliver the complete scope of services required, for the rates and changes shown below:

ANNUAL FEE: _____

Signature of Authorized Representative

Name (Printed)

Date

REQUEST FOR PROPOSALS 23-29-PLAN
DESTINATION MARKETING ORGANIZATION
REQUIRED FORMS

FORM A
NON-COLLUSION

The undersigned certified under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

FORM B
TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Federal Tax Identification or Social Security Number)

(Date)

FORM C

CERTIFICATE OF CORPORATE AUTHORITY (if applicable):

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed, and executed for and in behalf of said corporation by authority of its governing body.

(Secretary-Clerk)

(Corporate Seal)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The City of Salem is seeking proposals from qualified entities to lead the City's marketing efforts in a manner that best meets the objectives outlined in the RFP.

This proposal is solicited to the General Public and a Consultant Agreement will be awarded pursuant to the rules set forth in Chapter 30B, Section 6 of the Massachusetts General Laws and is subject to approval by the Mayor of Salem, Massachusetts.

1.2 CONTRACT TERMS AND CONDITIONS

1.2.1 FUNDING SOURCE

The City of Salem allocates a percentage of revenue derived from the hotel/motel tax to support a portion of the Destination Marketing Organization's ('DMO') operating expenses. The Executive Director will be required to conduct fundraising to fund the balance.

1.2.2 PROPOSAL PREPARATION

The prospective consultant is to follow the instructions and requirements of the proposal submission requirements in preparing and submitting their response to the RFP.

1.2.3 COST LIABILITY

The City of Salem assumes no responsibility and no liability for costs incurred relevant to the RFP by prospective consultants prior to the issuance of a contract.

1.2.4 REVISIONS TO THE REQUEST FOR PROPOSAL

In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all proposers on record. The City of Salem shall bear no responsibility or liability due to copies of revisions that are lost in mailing or not delivered to a prospective consultant due to unforeseen circumstances.

1.2.5 SELECTION OF PROPOSALS

A. Evaluation of Proposal

The City of Salem Department of Planning and Community Development has been appointed by the Purchasing Agent to evaluate the merits of the submitted proposals. Using the rating system prescribed in Chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act), the committee shall assign a rating system to each criterion. The committee shall also assign a composite rating to each proposal. The documented results shall then be submitted to the City's Purchasing Agent who will make the award based on the evaluation.

Please note, the City may request an interview with top ranked respondents. Award of the contract will not be based solely on price but will be granted to the proposer deemed as most

advantageous taking into consideration both the Evaluation Criteria for Selection as well as price.

B. Selection Timing

Any contract that may result from the procurement shall be awarded within forty-five (45) days after the proposal due date. The time for the award may be extended for up to 45 additional days by mutual agreement between the City and the most advantageous proposer.

C. Selection Criteria

The City of Salem shall award a professional consulting contract to the responsible prospective consultant whose proposal conforms to the RFP, is the most advantageous to the City of Salem, and meets the requirements as described in the proposal submission requirements.

D. Insurance

All insurance requirements shall be met prior to executing a contract and a Certificate of Insurance will be collected at the time of contract execution. Failure to meet the insurance requirements as outlined in the contract may cause the City to rescind its award. See Attachment 1 for a sample contract.

E. Notice to Proceed

The selected vendor will be required to sign a contract with the City of Salem in which he/she/they accept responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract and receipt of a Notice to Proceed.

F. Performance Period

The selected vendor shall perform the duties as outlined in the RFP response and the subsequent contract for an initial three-year term.

1.2.6 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful consultant, in its entirety, shall form the basis of any contract that is awarded.

1.2.7 SUCCESSFUL CONSULTANT RESPONSIBILITIES

The successful consultant will be required to assume sole responsibility for the complete project as required by this RFP. The City of Salem will consider the successful consultant to be the sole point of contact with regard to contractual matters, whether or not subcontractors are used by the successful consultant for one or more parts of this project.

1.2.8 SUBCONTRACTING

Subcontracting will be allowed for tasks required by this RFP. Any intent to subcontract on the part of the prospective consultant must be specifically described in the proposal. The lack of identification of the subcontracted tasks in the proposed could disqualify the prospective consultant from further consideration. The City of Salem reserves the right to approve the use of all subcontractors.

1.2.9 ASSIGNMENT

The successful consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without prior written consent and approval by the City of Salem.

1.2.10 OWNERSHIP OF MATERIAL

All rights, titles to, and ownership of all data, material, and documentation resulting from this project and/or prepared for the City pursuant to this contract shall remain exclusively with the City. The prospective consultant shall be paid for all services as specified in the contract.

1.2.11 ACCESS TO RECORDS

In addition to terms stated elsewhere in the RFP, the City of Salem or any of its duly authorized representatives shall have access, upon demand, to any books, documents, papers, and records of the successful Consultant which are directly pertinent to this contract, for the purposes of making an audit examinations, excerpts, and transcriptions. The successful Consultant shall insert identical rights of access for these parties into any subcontractor agreements the successful Consultant enters into under this contract. The City of Salem shall reserve the right for the term of the contract and for three (3) years from the date of final payment.

1.2.12 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.2.13 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the proposal pricing.

Copies of the City's tax-exempt documentation shall be available upon request of the selected Consultant.

1.2.14 CONFLICT OF INTEREST

The applicant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct, or indirect, which would conflict in any manner or degree with the performance under the agreement.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement with affects his/her/their personal interest or the interest of any corporation, partnership, or association in which he/she/they is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below, please find a description of the requirements and submissions that must be included as part of your proposal.

2.1.1 NON-PRICE PROPOSAL COMPONENTS

The following items must be submitted for the proposal to be considered:

1. Cover Letter – A letter signed by an officer of the entity, binding the entity to all comments made in the proposal is required. Include a primary contact person for the proposal.
2. Qualifications and Experience – Please provide:
 - a. Names and addresses of principals involved on the project.
 - b. History, size, and structure of entity(s) Indicate if your entity is certified by the [Supplier Diversity Office](#).
 - c. Name(s) of principals of entity(s)
 - d. Identification of Project Manager
 - e. Experience with similar projects
 - f. Contact information for references from similar projects
 - g. Resumes of all personnel assigned to the project
 - h. Listing of any actions taken by any regulatory agency or litigation involving the entity(s) or its employees or agents with respect to any work performed
 - i. Any applicable insurance
3. Approach to Project – A detailed description of the approach to the Scope of Services, provided in Part 3 of this RFP, is required.
4. City Resources – A list of the resources, personnel data, or other assistance which the Consultant expects are required from the City in order to complete each task in the scope of services during the planned time period.
5. Subcontracting – If subcontracting is planned, submit the firm(s), name(s), location(s), contact person(s), phone number(s), names of responsible operating officers, and evidence of any required insurance, permits, and licensing/authorization of proposal documents. Indicate if they are certified by the [Supplier Diversity Office](#).

2.1.2 PRICE PROPOSAL COMPONENT

Please fill out the Price Proposal form.

2.2 PROPOSAL DELIVERY

Below please find a description of the manner in which proposals must be submitted.

2.2.1 DUE DATE AND TIME

Proposals shall be received by the City of Salem Purchasing Department on or before Tuesday, December 20, 2022 at 11:00am. Emailed proposals shall not be accepted.

Any proposal received after that time shall be rejected as non-responsive. For matters of uniformity, the post mark date shall be the sole determinant of time.

2.2.2 ADDRESS

Proposals shall be delivered to Anthony Delaney, Chief Procurement Officer for the City of Salem at City Hall, 93 Washington Street, Salem, MA 01970.

2.3 SIGNATURES

A proposal must be signed as follows:

- 1) if the proposer is an individual, by her/him/them personally,
- 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner, and
- 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

One original signed page must be included with the submittal. Scanned copies of the signature pages may be incorporated into additional copies of the submittal.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Anthony Delaney, Purchasing Agent, at adelaney@salem.com and Kate Newhall-Smith, Principal Planner, at knewhallsmith@salem.com at least five (5) days prior to the submittal deadline.

2.4.2 CHANGES

Any changes to this RFP will be sent via email to those who requested a copy of the RFP.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Salem prior to the proposal due date.

Modifications must be clearly labeled "Modification No. ___" and must reference this RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

PART 3. SCOPE OF SERVICES

I. INTRODUCTION

Salem is an historic, seaside community with a diverse, largely working-class population totaling approximately 45,000 people. Located 16 miles northeast of Boston, Salem is a convenient destination for local, national, and international visitors. Salem is known around the world, primarily for its association with the witch trials of 1692; however, Salem's heritage also includes a fascinating maritime history that still can be seen in its historic waterfront. Modern-day Salem boasts stunning architecture, a world-class museum, a thriving downtown shopping district, an awakening waterfront, and an evolving cultural economy.

In Spring of 2007, the City of Salem received an Adams Arts Planning Grant from the Massachusetts Cultural Council to facilitate a comprehensive, community-wide planning process to develop consensus and to establish a market and tourism organization supported by all key stakeholders.

As a result of the planning process, a number of objectives were identified regarding creation of a destination marketing organization:

- The organization should operate opening and have broad representation of all facets of a diverse tourism community,
- The organization should stand on its own and operate cooperatively yet independently of local government and other community organizations,
- The organization will be led by a Board of Directors whose members will have equal standing in the decision-making process regardless of organization size or level of contribution.

The purpose of this RFP is to solicit proposals from qualified entities to lead the City's marketing efforts in a manner that best meets the objectives outlined in the RFP.

II. SCOPE OF SERVICES

The selected entity will:

- Create and/or maintain progress on overall strategy for tourism planning, development, and marketing.
- Market the destination outside of Salem to regional, national, and international visitors, as well as market the events taking place in Salem.
- Develop and distribute an annual Visitors Guide.
- Respond to calls for information requests, directions, press inquiries, etc.
- Organize and implement co-op ads (print and on-line).
- Organize and implement familiarization trips for press and tour operators.
- Maintain social media accounts and a website with a calendar of events and coordinate the information thereon with other websites advertising events in Salem.
- Collaborate and/or lead initiatives with the City and local partners that serve the tourism economy and its sustainability.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM REQUIREMENTS

In order to be reviewed, the proposal must contain all required forms, which include RFP Cover Sheet, a Certificate of Non-Collusion and Taxation Attestation Clause, and a Fee Proposal Form.

4.2 COMPARATIVE EVALUATION CRITERIA

1. Project Approach	
Highly Advantageous	The proposal includes a reasonable detailed, innovative, and highly efficient approach to address all of the required issues within the time period and provides a strong understanding of the Scope of Services.
Advantageous	The proposal includes a credible approach to address all of the required issues.
Not Advantageous	The proposal is not sufficiently detailed to fully evaluate or does not contain components necessary to address all the required issues.

2. Qualifications	
Highly Advantageous	The entity has extensive experience with creating and carrying out an overall strategy for tourism planning, development, and marketing for a community similar to Salem and has a proven track record for completing projects on time, within budget, and on schedule.
Advantageous	The entity has some experience with creating and carrying out an overall strategy for tourism planning, development, and marketing for a community similar to Salem.
Not Advantageous	The entity has no experience with creating and carrying out an overall strategy for tourism planning, development, and marketing for a community similar to Salem.

3. Personnel and Resources	
Rating will be based on evidence that adequate qualified personnel are assigned to all phases of the project.	
Highly Advantageous	Executive Director has extensive experience with managing a destination marketing organization including any fundraising necessary to cover operating expenses.
Advantageous	Executive Director has some experience with managing a destination marketing organization including any fundraising necessary to cover operating expenses.
Not Advantageous	Executive Director has no experience with managing a destination marketing organization including any fundraising necessary to cover operating expenses.

Attachment 1: Sample Contract

CITY OF SALEM

XXXXXXX

Contract Number: XXXXX

1. THIS AGREEMENT made and concluded this ___ day of _____, _____ by and between _____; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Thomas Watkins; and its _____; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide _____, pursuant to the scope of services, terms and conditions described in Request for Proposals/Invitation for Bids _____,

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for _____ furnished under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of _____ furnished under this contract, or any alteration thereof.

3. Performance Period: The Vendor shall perform the duties as outlined in the RFP response and this contract for an initial three-year term beginning XX and ending XX.
4. Option to Renew: Subject to the foregoing, and provided the Vendor is not in default under any of the terms and conditions of this Contract, and subject to the express written approval of the City at least sixty (60) days in advance of expiration of the Performance Period, which approval may be withheld for any reason or no reason at all, Vendor shall have the option to renew this Contract for up to five (5) additional one-year periods commencing upon the expiration of the original Performance Period thereof, upon the same terms, covenants, and conditions as set for the original term.
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
6. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated _____ now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which proposal is hereby made a part of this contract by reference.

8. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor _____ (\$ _____), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

9. Insurance Coverage:

General - The Vendor shall, before commencing performance of the Contract, be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents, and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance -

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

City of Salem shall be listed as Additional Insured on the General Liability and Auto Insurance policies. A Waiver of Subrogation in favor of the City of Salem shall be provided for on the General Liability Policy.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and may constitute sufficient grounds for immediate termination of the same.

10. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.
11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
12. IN WITNESS WHEREOF the said; (_____); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.

An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its _____.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

BY: _____

CITY OF SALEM, BY:

Authorized Signature

Mayor

Authorized Officer (print name)

Anna Freedman, Finance Director

Title

Tom Daniel, Director of Community Development and Planning

Anthony Delaney, Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq., City Solicitor