

**TOWN OF PLYMOUTH
PROCUREMENT DIVISION
26 COURT STREET
PLYMOUTH, MASSACHUSETTS 02360**

**22146, TOURISM PROMOTIONS AND VISITOR CENTER
MANAGEMENT & OPERATIONS**

Issued: Wednesday, December 15, 2021

Due: Wednesday, January 12, 2022

TABLE OF CONTENTS

	<u>Page</u>
A. Invitation	3
B. General Conditions	3
C. Contract Period	4
D. Rule for Award	4
E. Background	4
F. Specifications	5
G. Evaluation Criteria	9
H. Miscellaneous Articles	10
 Sample Agreement	 13

PRICE FORM

TOWN OF PLYMOUTH
26 COURT Street
Plymouth, Massachusetts 02360

December 15, 2021

REQUEST FOR PROPOSALS 22146

A. INVITATION

Proposals are sought by the Town of Plymouth from qualified firms to develop and produce a tourism promotions program, as well as provide management and operate the Visitor Information Center located at 130 Water Street.

The RFP is available online by registering at www.plymouth-ma.gov/bids-current.

Proposals are to be submitted by 3:30 P.M., Wednesday, January 12, 2022. Postmarks will not be considered. Proposers must submit separate non-price (technical) and price proposals.

One (1) unbound signed original, ten (10) hard copies, and one (1) single-file electronic version of the non-price proposal must be submitted in a sealed envelope indicating the proposer's name and address and clearly marked in the lower left hand corner:

Tourism Promo & Visitor Center
Non-Price Proposal 22146

One (1) hard copy and one (1) single-file electronic version of the price proposal must be submitted in a sealed envelope which indicates the proposer's name and address and clearly marked in the lower left hand corner:

Tourism Promo & Visitor Center
Price Proposal 22146

All proposals must be submitted as described above upon forms furnished by the Procurement Division. Proposals submitted on any other form will not be accepted as valid.

B. GENERAL CONDITIONS

1. The successful proposer shall comply with all applicable federal, state and local laws and regulations.

2. Verbal orders are not binding on the Town and work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
3. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities may be rejected. More than one proposal from the same proposer will not be considered.
4. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening proposals.
5. The Town reserves the right to require samples of materials to be used.
6. The Town reserves the right to set any management policies necessary to protect the Town's interests as it pertains to the Tourism Promotion Program, and to require periodical reports, reviews, and updates to ensure conformance to the terms and the conditions of the contract.

C. CONTRACT PERIOD

The contract shall be for the period March 1, 2022, through February 28, 2025, subject to the continued availability of funds in each of the fiscal years.

D. RULE FOR AWARD

The contract will be awarded to the proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

E. BACKGROUND

The Town of Plymouth seeks proposals for the purpose of the development, production, and distribution of a tourism promotions program from applicants that have the ability, knowledge, and expertise to provide these services. The Town of Plymouth Tourism Promotion Fund is part of the Town's Home Rule approved by the Massachusetts Legislature in 1993. Partial funding with public money will be budgeted for each of the three fiscal years covered under this contract. These funds are appropriated by Town Meeting at the Annual Town Meeting. The successful proposer shall receive no additional funding from the Town for special events, fundraisers, or other matters not directly related to this contract.

The proposal must also include management and operation of the Visitor Information Center, currently located at 130 Water Street, adjacent to the Memorial Hall parking area. Built in 1992, this facility

consists of 273 square feet of space dedicated to visitor information, and approximately 248 square feet to public restrooms, including facilities appropriate for the handicapped. Existing hardware within the building includes a register counter, 5 square feet of additional counter space, and two (2) “pendant” type 400-watt incandescent fixtures. Other amenities are in place, such as telephone wiring and electrical wiring for the possible installation of television/monitor and VCR equipment (at proposer’s expense). Removal of Town fixtures is subject to the approval of the Visitor Services Board.

The building, by design, conforms with State and Federal handicapped access criteria. Installed rest room facilities include two (2) sinks and three (3) toilets within the women’s designated area, and two (2) sinks, urinals and (1) toilet within the men’s area. The entire facility is equipped with natural gas heat and air conditioning systems. A concealed storage area of approximately 360 cubic feet is located immediately to the rear of the visitor information area.

F. SPECIFICATIONS

TOURISM PROMOTIONS:

The following services will be required of the successful proposer:

1. Identification of visitor markets that should be addressed by a comprehensive promotional program that includes, but is not limited to, cost effective strategies of advertising and promotion;
2. Develop and produce a multi media image campaign that will include, but not be limited to:
 - Calendar of Events insert to be produced twice annually (spring/summer edition, and fall holidays edition)
 - Public service announcement (PSA) for radio, 30-second spot, to be used within print media market, representative of the three distinct seasons (spring, summer, fall)
 - Television Advertising, 30-second spot, to be used within expanded northeast cable outlets region, representative of the three distinct seasons (spring, summer, fall)
 - Printing and distribution of not less than 125,000 local fulfillment and visitor promotional pieces (i.e. local activity guide, local dining guide, etc.)for the Town
 - Creation and maintenance of an up-to-date promotional website
 - Other collateral pieces as proposed by successful proposer
3. The successful proposer will be responsible for the production and distribution costs associated with the proposed media campaign.

4. The successful proposer will be responsible for providing certification of distribution.
5. The successful proposer will be responsible for all costs associated with distribution and mailings.
6. The successful proposer will be responsible for reporting quarterly to the Visitor Services Board all tourism efforts including advertising, promotions, media relations, and all other programs of which the proposer is involved. The Town reserves the right to review the proposer's efforts at any time.
7. The successful proposer will be responsible for the inclusion of the Town Visitor Information phone numbers in all appropriate venues and in all self-printed promotional materials and for the cost of these phone lines. Proposer will create and maintain the official Town events calendar and link the official Town events calendar to both the tourism and Town websites.
8. The proposer must provide evidence of financial, creative, and management capacity to perform as a provider of promotional services to a public organization.
9. The proposer must provide a detailed plan for the marketing of the Town as a visitor destination. Said plan should include the following:
 - overall strategic plan
 - identification of target markets
 - advertising plan, including proposed media schedule
 - project timeline
10. The proposer must submit three (3) credit/financial references for the organization including name, address, and telephone number.
11. The proposer must submit a list of key personnel associated with the program including name, title, project responsibilities, and resumes. If the proposal includes more than one entity, name the separate organizations, partnerships, or individual's d/b/a which comprise the team, and identify the contract task(s) for which these partners, or sub-contractual participants are responsible.
12. It is expected that the successful proposer will need additional support from the Visitor Services Board, beyond the base Town contract that the Town may choose to fund. As projects are needed, they must be presented to the Visitor Services Board, and include a thorough explanation of project including details of content, cost, duration and reach. Funding of these services and campaigns is subject to the availability of funding from the Visitor Services Board.

VISITOR INFORMATION CENTER MANAGEMENT AND OPERATION

The successful proposer will provide responses to direct visitor inquiries within the Visitor Information Center and provide local businesses a means of promotion for visitor opportunities through displays, brochures and other means deemed appropriate. In addition, the successful proposer must agree to display information (brochures, posters, etc.) promoting special events (i.e. The Waterfront Festival) developed

for the purpose of promoting tourism at no extra charge to the promoting organization and/or the Town of Plymouth, upon approval of the Visitor Services Board. Please provide a description for any activities planned for inside or outside the building to generate income.

1. The following represents the minimum management and operational requirements.

- a. Information services are to be provided within the 130 Water Street Visitor Information Center in accordance with the following:

The schedule of operation shall be based on a seven-day week. The minimum hours of operation shall be as follows:

FOR EACH CONTRACT YEAR	HOURS PER DAY REQUIRED
PERIOD ONE: April 1 – Friday before Memorial Day	EIGHT (8)
PERIOD TWO: Memorial Day – Labor Day Weekend	TWELVE (12)
PERIOD THREE: Labor Day – Columbus Day Weekend	TEN (10)
PERIOD FOUR: Columbus Day – November 30	EIGHT (8)

All proposers must submit as part of their technical proposal a proposed schedule of operating hours that meets or exceeds the above. Proposal may include longer operating season.

- b. The successful proposer shall ensure that all services and programs provided within and on the grounds of 130 Water Street Visitor Information Center conform to the requirements set forth in Title II, American with Disabilities Act.
- c. The successful proposer shall be responsible for all operating costs associated with the use of the building, including, but not limited to, daily maintenance of the non-restroom area. Operating costs are defined as those associated with heat, electricity, telephone, general cleaning and maintenance.
- d. The successful proposer shall make the bathroom facilities available for public use during all hours of operation.
- e. The successful proposer shall be responsible for monitoring the interior of the building, performing any spot cleaning and replenishment of Town supplied amenities (e.g. toilet paper, soap, paper towels, etc.) in accordance with standard Town of Plymouth Health and Sanitation Codes. The Town will supply regular maintenance and cleaning of the public restroom area(s). A suggested schedule for maintenance and cleaning should accompany the proposal for the Visitor Service Board's review and approval.

- f. The successful proposer shall be responsible for ensuring that all staff (i.e. management, paid employment, volunteers, and others) working at 130 Water Street Visitor Information Center have received proper training in customer service, as well as having a thorough knowledge of the offerings within the Plymouth tourism industry, and are able to deal with the diverse needs of visitors in a professional and friendly manner.
 - g. The successful proposer shall provide internal accounting and cash control procedure(s) that will provide clear and concise documentation of all receipts that result from the operation of the 130 Water Street Visitor Information Center. Receipts are defined as, but not limited to, payments (cash or in-kind value) from display advertising, brochures, promotional materials (displayed within the facility), or revenues from items sold on the premises (e.g. gifts, memorabilia, etc.) and the expenditures of the operating grant. The successful proposer is required to maintain all such records for a minimum of seven (7) years, and to make said records available for an independent Town audit.
 - h. The successful proposer will be required to submit monthly status reports to the Visitor Services Board. These reports shall include basic statistical and operating information, as outlined by the successful proposer and the Board, suitable to evaluate the performance of service provided.
- 2. The successful proposer will be expected to maintain and keep an attractive and inviting environment for visitors.
 - 3. All proposers must be sensitive to surrounding businesses.
 - 4. All proposers should consider the general layout of the building when planning the installation of brochure racks, free standing display panels, and other related information delivery systems. All proposers are encouraged to be creative in the planning for use of available space. Please include a floor plan with a clear description of fixtures, furnishing, and equipment that the proposer plans to install.
 - 5. All proposers are required to know, understand, and account for applicable building, occupancy, and fire code requirements.
 - 6. The Town reserves the right to set any management or operation policies necessary to protect the Town's interest in the 130 Water Street Visitor Information Center. The Town and/or the Visitor Services Board will conduct periodic inspections to ensure conformance to the terms and conditions of the contract.

G. EVALUATION CRITERIA

All non-price (technical) proposals will be evaluated based upon two (2) sets of criteria - minimum and comparative. Each proposal must address each of the points under the minimum and comparative evaluation criteria.

1. MINIMUM EVALUATION CRITERIA

Each proposal must meet all the following criteria in order to be considered for further evaluation:

- a. The proposer must be a lawfully established for profit or non-profit corporation. A list of all Board of Directors members, including addresses, company affiliations, telephone numbers, and position (Chair, Vice Chair, etc.) must be included.
- b. The proposals must be based on an economically feasible plan and must include a well-managed visitor information program that may include limited retail and/or concession activities. The proposal must state all types of activities that will be carried out in the facility and on Information Center grounds, operating hours, level of staffing, information reporting plan, financial forecasts showing estimated receipts and the approach to developing business participation/sponsorship of promotional activities within the building.
- c. The proposer must have demonstrated experience in providing the services described in the Specifications. Please provide at least three references that attest to the proposer's performance. Proposals shall include the name, address, telephone number, and contact person of reference.

2. COMPARATIVE EVALUATION CRITERIA

The following ratings will be used to measure the relative merits of each proposal which has met the Minimum Evaluation Criteria established above. Those proposals that do not meet the Minimum Criteria will be judged Unacceptable.

Highly Advantageous - Proposal excels on a specific criterion;

Advantageous - Proposal fully meets the evaluation standard which has been specified;

Not Advantageous - Proposal does not fully meet the evaluation standard, is unclear and/or incomplete.

The criteria to be used for comparative purposes are the following:

		Highly Advantageous	Advantageous	Not Advantageous
1	Number of tourism clients/projects	5 or more	2-4	Less than 2
2	Years of experience in information (tourism) distribution	5 or more	2-5	1 or less
3	Creative and marketing team experience and diversity of knowledge and experience	Over 3 years	1-3 years	Less than 1 year
4	Demonstrated creativity	Significant Experience	Experience	Inexperience
5	Additional participants and supplemental activities	10 or more	5-9	4 or less
6	Technical strength of marketing plan	Significant Experience	Experience	Inexperience
7	Public presentation skills	Significant Experience	Experience	Inexperience
8	On-Site Staffing	3 or more	2	1
9	Background in financial, creative, and management functions	Strong	Average	Below Average
10	Demonstrated ability to work as part of public/private partnership	Over 3 years	1-3 years	Less than 1 year

H. MISCELLANEOUS ARTICLES

1. Please contact Sandra Strassel, Procurement Officer, at (508) 747-1620, ext. 10107, if you have any questions on the proposal process. Questions regarding the project or the specifications must be submitted in writing and emailed to sstrassel@plymouth-ma.gov by **Wednesday, January 5, 2022**. At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

2. Except as hereinafter expressed provided, once a proposal is submitted and received by the Town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

- a. At any time prior to the designated time for the opening of proposals;
- b. provided the proposal has not been accepted by the Town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the Town notifies the proposer in writing that his proposal is rejected or that the Town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

3. The Contractor shall maintain liability and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:
 - a. General Liability: \$1,000,000.00 per occurrence Bodily Injury liability, \$500,000.00 per occurrence Property Damage liability or a combined single limit of \$3,000,000.00 Annual Aggregate Limit.
 - b. Workers' Compensation Insurance for all its employees in accordance with Massachusetts General Laws.

The Contractor shall deposit with the Town evidence of such insurance upon signature of contract. All policies of insurance shall require a thirty (30) day notice of cancellation to the Town of Plymouth and the Town shall be designated as a co-insured on all such policies.

4. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by

his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

5. The successful proposer shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.
6. Bid Status Information:

Addenda: If you received bid documents directly from the Town, and provided the Town with an address for delivery of addenda, the Town intends to deliver a copy of each addendum to you at such address, but the Town shall not be responsible for any failure of a bidder to receive any addenda. Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

Results will be available on the Town's website at www.plymouth-ma.gov/bids-current. Results will not be provided over the phone.

Notification of award of contract will be mailed to all bidders.

SAMPLE AGREEMENT

This Agreement made this the (DATE) of (MONTH), 2022, by and between the TOWN OF PLYMOUTH, having an office at 26 Court Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and (NAME), with an office at (ADDRESS), hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall develop and produce a tourism promotion program, and manage and operate the Visitor Information Center in accordance with the Specifications and upon the terms of Request for Proposal 22146 for the annual cost as submitted by the CONTRACTOR.
2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.
3. The Terms of this Agreement shall expire on February 28, 2025.
4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Request for Proposal 22146, Specifications, Bid Form, and said bid of the CONTRACTOR.
5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.
6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all times shall be based on the CONTRACTOR being an independent contractor.
7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees

from any and all loss, damage, cost, charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

NAME OF PROPOSER

Prices must be submitted on this form table and submitted in a sealed envelope separate from the non-price (technical) proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposal to:

TOWN HALL
Procurement Office
26 Court St
Plymouth, MA 02360

Technical proposals and price proposals must be received by 3:30 P.M., Wednesday, January 12, 2022. Postmarks will not be considered. All offers are subject to Specifications 22146. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

The undersigned proposer hereby certifies, under the pains and penalties of perjury, the following:

This proposal is in all respects is bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

It has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

TOURISM PROMOTION SERVICES AND MANAGEMENT AND OPERATIONS OF THE
VISITOR INFORMATION CENTER, as specified

YEAR 1 – March 1, 2022 – February 28, 2023 \$ _____

YEAR 2 – March 1, 2023 – February 28, 2024 \$ _____

YEAR 3 – March 1, 2024 – February 28, 2025 \$ _____

THREE-YEAR AGGREGATE PRICE \$ _____

In Price Proposal, estimate pricing for all proposed methods and venues of marketing as listed in non-price (technical) proposal

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDUM(A) ____*

*To be filled in by proposer if addenda are issued

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the Specifications 21917 for the prices stated.

OFFEROR _____

AUTHORIZED SIGNATURE

Printed Name and Title

Date Offered

ADDRESS _____

COUNTY _____ TAX I.D. NUMBER _____

PHONE _____ EMAIL _____

**TOWN OF PLYMOUTH
REFERENCES OF PROPOSER**

By signing this page, the proposer certifies that he/she has a minimum of three years experience in performing work of this nature.

Please also provide the names, addresses and telephone numbers of at least three reference, including any municipalities, for which the proposer has provided this type of work within the last three years.

REFERENCES:

Signed:

Name of Person Authorized to Sign for the Proposer

Title

Date

DELEGATION OF AUTHORITY

To be completed if this business is a Corporation.

At a meeting of the Board of Directors of _____ duly called and
(Name of Corporation)

held on _____ at which a quorum was present, and acting throughout, the
(Date)

Following vote was duly adopted: VOTED: That _____ the
(Name of Individual)

_____ of the Corporation, hereby is authorized to affix the Corporate
(Title)

Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection

with the duties as _____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____

DATE: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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 person signing bid or proposal)

(Name of business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, _____, authorized signatory for (Name of Contractor), do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

CONTRACTOR

By: _____
(Signature of Authorized Representative)

Title_____

Date_____