



# **Town of Bluffton**

## **Request for Proposals**

### **RFP # 2019-33**

### **Designated Marketing Organization**

## **1. PURPOSE**

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing **world class, innovative tourism and destination marketing** under a multi-year contract. The target schedule is:

- RFP responses due April 12
- Evaluation and recommendation by RFP review committee April 26
- Evaluation and recommendation of RFP review committee findings at Accommodation Tax Advisory Committee May 21
- Presentation and vote at Town Council meeting June 11, resulting in contract award and expenditure resolution
- Start date for performing marketing services July 1 for **Fiscal Year 2020**.

The Town is a recipient of an allocation of accommodations tax revenues (ATAX) as defined in South Carolina Code (S.C.C.) Section 6-4. In accordance with S.C.C. 6-4-10(3), thirty percent (of the balance of ATAX revenues after other mandatory allocations) must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity. The Town may select **one or more organizations** which is organized as a non-profit organization and can demonstrate that it has an existing, on-going tourist promotion program or which can develop an effective tourism promotion program. Selected entities shall be required to submit a budget of planned expenditures and provide an accounting of thereof.

Chapter 24 of the Bluffton Code of Ordinances mandates that eight percent (8%) of the local ATAX monies be set aside to be managed by **one organization** who is organized as a nonprofit 501(c) organization and whose membership consists of representatives from the lodging, restaurant, golf, tennis and related hospitality industry. The organization who directs and manages expenditures from the 8% local ATAX fund must employ a full-time executive director and provide annual audited financial reports in accordance with Generally Accepted Accounting Principles (GAAP). The organization is required to submit an annual budget to the Town's Accommodations Tax Advisory Committee prior to April 1 of each calendar year. Authorization to use any local ATAX funds shall be by the annual budget ordinance adopted by the Town Council and any amendments thereto as adopted.

For the last three Fiscal Years, the 30% ATAX allocation and the 8% local ATAX fund were valued at:

	30% state ATAX	8% local ATAX
FY 2016	\$58,423	\$29,398
FY 2017	100,622	48,262
FY 2018	133,723	59,734

The Town intends to award one or more contracts to vendors that present the proposal considered to be of the best value to the Town for a period of three years with the option to renew for an additional three (3) year term.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified vendors. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

## **2. SOLICITATION TERMS and CONDITIONS**

### **Proposers Responsibility**

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Vendor is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

It is incumbent upon each prospective Vendor to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If the Vendor receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Vendor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Vendor for additional compensation or relief.

### **Questions and Inquiries**

Questions and inquiries must be via email no later than the time stated below. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). It is the Vendor's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their proposal.

Questions and inquiries regarding this solicitation shall be submitted:

**4:00 pm on Monday, April 1, 2019**

**Felicia L. Roth**  
**Purchasing & Contract Administrator**  
**Town of Bluffton**  
**froth@townofbluffton.com**

### **Restricted Discussions**

All prospective Vendors are hereby instructed **not to contact** any member of the Town of Bluffton Council, the Town Manager, any member of the Accommodation Tax Advisory Committee, or Town of Bluffton staff members other than the noted contact person OR the Town's Purchasing Administrator regarding this RFP or their response at any time during the RFP process. Any such contact shall be cause for rejection of your submittal.

### **Submittal of Proposals**

Sealed proposals shall be received by or prior to:

**12:00 pm, Friday, April 12, 2019**

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**RFP # 2019-33**  
**Designated Marketing Organization**  
**Town of Bluffton**  
**Attn: Trisha Greathouse**

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

**Town of Bluffton**  
**20 Bridge Street**  
**Bluffton, South Carolina 29910**

### **Public Opening of Proposals**

Bids will be opened publicly fifteen minutes following the submittal deadline and at the address, on the date and time specified below:

**12:15 pm, Friday, April 12, 2019**

**Town of Bluffton**  
**20 Bridge Street**  
**Bluffton, South Carolina 29910**  
**Main Conference Room**

No packages will be accepted at the Public Opening. Packages must be submitted to the Town Hall location prior to the deadline to be considered.

The names of the firms submitting qualifications packages will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

### **Late Submittals**

*Under no circumstances shall qualifications statements be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place prior to the deadline. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.*

### **Acceptance / Rejection**

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

### **Proprietary and/or Confidential Information**

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified may be subject to disclosure by the Town.

### **Award**

Award will be made to one or more Vendors who submit overall proposals that are judged to be the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

### **Local Preference**

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

#### **A. Definition of a Certified Local Vendor:**

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;

- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file.

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

### 3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or vendor must:

- A.** Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B.** Have **three (3)** years of documented past, proven and positive experiences in providing the services requested; these case studies should describe the budgeting and marketing efforts as well as the size, scale and scope;
- C.** Provide at least one (1) reference of a client for whom the vendor has provided similar services;
- D.** Provide evidence of its non-profit, 501(c) status; demonstrate the organization employs a full-time executive director and its membership consists of representatives from the lodging, restaurant, golf, tennis and related hospitality industry.
- E.** Demonstrate the ability to provide the services described in Section 4 of this solicitation. Describe an approach and process to digital marketing strategies, print and social media. Identify key demographics for visitors to Bluffton and tailor the marketing approach (digital, magazine, other) to each demographic. Provide data on who is visiting Bluffton and why in the context of your marketing offerings. Offer specific tactics across various marketing channels. Describe tools used for measurement of successful digital marketing strategies, print and social media, particularly in the context of the case studies/past performance provided above. The proposal response will also include a line item budget to support the marketing plan and approach discussed in the proposal response.

It is a preferred but not mandatory qualification that the organization be accredited by Destination Marketing Association International (DMAI).

### 4. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the vendor in providing the defined services at all the identified locations and related areas identified below. The successful vendor(s) will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. The target date to begin performing these services is **Fiscal Year 2020**.

#### **Term of Contract**

This contract shall be effective for **three years** following the date of execution.

### **Option to Renew**

**Prior to, or upon completion of the initial term of this contract, the Town shall have the option to renew the contract for one (1) additional three-year term. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a Town prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Town.**

### **Scope of Work**

In their proposals, Vendors should identify key demographics for visitors to Bluffton and provide a marketing plan and approach for each demographic. Offer specific tactics across various marketing channels including media partnerships and uses of social media. The proposal response will also include a line item budget to support the marketing plan and approach discussed in the proposal response. The budget provided in the winning proposal(s) shall serve as the proposed budget in the contract for the first year of services. Annually, the Designated Marketing Organization(s) shall submit a proposed budget no later than April 1 for approval by the Town.

The selected Vendor(s) will collaborate with the Town on brand guidelines, overall messaging, and current events.

The selected Vendor(s) will be required to develop and maintain a website that is unique to Bluffton which will remain the Town of Bluffton's work product under an open Content Management System (CMS) platform. If more than one vendor is selected, the Town will contract with just one vendor to take responsibility of the website. Design and functionality should be responsive in a variety of environments including desktop, tablet, and mobile. Vendor will work with the Town to measure website traffic and develop a comprehensive Search Engine Optimization (SEO) plan. Coordinate with the Town on new interactive or dynamic features to provide an interesting user experience.

The selected Vendor(s) and the Town will negotiate Key Performance Indicators to be incorporated into the contract as measures of success. Evaluation factors may include increased traffic to the website or other SEO measures, increased number of web or mail inquiries about tourism in the Town, occupancy rates, local taxes generated by visitors, number of jobs created by tourism, and others.

The selected Vendor(s) will report to the Town on a quarterly basis, at a minimum, on progress against annual objectives and a schedule of revenues and expenses. Quarterly reports shall be made in the format and with the backup documentation as specified by the Town.

The selected Vendor(s) agrees to provide the Town with an independent auditor's report annually based on a July 1 – June 30 fiscal year. The annual audit report shall be provided to the Town no later than November 15 after the applicable fiscal year end. Audits shall be in conformity with the American Institute of Certified Public Accountants and generally accepted auditing standards.

### **Insurance**

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

**Workers Compensation** – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

**Business Auto Policy** – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

**Commercial General Liability** – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Professional Liability** – The Selected Vendor shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

**Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read “Town of Bluffton”, a municipality of the State of South Carolina, its officers, employees and agents along with the contract and solicitation number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

### **Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

## 5. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with vendors. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The submittal package shall consist of three (3) submittals -- one (1) signed original and two (2) complete copies -- of the Vendors' proposal. The submittal package along with the appropriate number of copies shall be sealed and delivered no later than date and time listed above.

The contents of the proposal shall include the following:

**A. *Signatory Sheet***

Completed, signed and certified qualifications statement.

**B. *Letter of Transmittal***

Limit to one (1) or two (2) printed pages.

- Briefly state the firm's understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

**C. *Licensure and Tax Status***

This section shall include a copy of the firm's Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted. Include a copy of the IRS determination letter of non-profit status, the most recently filed IRS form 990, and the most recently filed income tax returns.

**D. *Firm's Profile***

- State whether the organization is national, regional or local; state the location of the office from which the work is to be performed; provide Local Vendor certificate, if applicable.
- Describe the size of the firm and provide the resumes of all Key Personnel who will have direct responsibility for fulfilling the terms of the contract.

- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?

**E. Firm's Past Performance**

- Have three (3) years of documented past, proven and positive experiences in developing an on-going tourist promotion program or other past performance experience which demonstrates that the firm can develop an effective tourism program. Describe the budget and marketing efforts as well as the size, scale and scope of the job(s) and the period of performance.
- Provide at least one (1) client reference for the past performance noted above. Provide the name, phone number, and email address of the reference point of contact. If more than one past performance is noted, references may be provided for each.

**F. Firm's approach and methodology to executing solution and/or performance**

- Demonstrate the ability to provide the requested services. Describe an approach and process to digital marketing strategies, print and social media. Identify key demographics for visitors to Bluffton and tailor the marketing approach (digital, magazine, other) to each demographic. Provide data on who is visiting Bluffton and why in the context of your marketing offerings. Offer specific tactics across various marketing channels. Describe tools used for measurement of successful digital marketing strategies, print and social media, particularly in the context of the case studies/past performance provided above.
- Submit a line item budget to support the marketing plan proposed.
- Exceptions – clearly describe any exceptions the firm may have in regard to any requirements stated in the Scope of Services.

## **6. EVALUATION, SELECTION, NEGOTIATION and AWARD**

State of South Carolina procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

**A. Evaluation Criteria**

Proposals will be evaluated on the basis of the following criteria:

- Related Experience on Similar Projects**
- Methodology and approach**
- Local Vendor Presence (at a minimum this must be weighted at 5%)**
- Qualified Personnel**

A points system will be given to each criteria listed through the identified weighting system:

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
<b>Related experience on similar projects, references</b>	<b>35</b>
<b>Methodology and approach</b>	<b>40</b>
<b>Local vendor presence</b>	<b>5</b>
<b>Qualified personnel</b>	<b>20</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## **B. Evaluation Method**

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff and stakeholders to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible vendor.

## **C. Selection Method**

In general, the Town of Bluffton wishes to avoid the expense (to the Town and to presenting firms) of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone.

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Vendors. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Vendor in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

## **D. Negotiations**

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Vendors an opportunity to submit their best and final offers.

**E. Award and Contract**

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. In addition the contract shall detail the mutual agreed upon Key Performance Indicators and the deadlines to submit the annual budget and annual audited financial report.

**Attachments**

**1. Contract template**