



**Request for Qualified Proposals  
Marketing Services**

Date of Issuance: June 28, 2019

**I. Introduction**

The City of South Portland is requesting proposals from qualified vendors to support the city with its marketing initiatives. The City of South Portland invites proposals from interested marketing agencies with experience in brand development and management; marketing strategy; digital content design and development; and public relations. Complete RFQP documents will be available online on the bid solicitation page on the City’s website. The term of a contract for these services will be subject to available, appropriated funds. Please direct any questions regarding proposal specifications to the Economic Development Director, William J. Mann, at [wmann@southportland.org](mailto:wmann@southportland.org) or (207) 347-4125.

**II. Objective**

The City of South Portland invites proposals from interested marketing agencies with experience in brand development and management; marketing strategy; digital content design and development; and public relations. The RFQP is designed to provide interested Proposers with sufficient information to prepare a proposal that will meet the minimum requirements of the RFQP. It is not intended to limit or exclude content or data deemed relevant or essential by the Proposer.

**III. Submission**

Proposals must be submitted in a sealed envelope marked “**Marketing Services**”. Proposals will be accepted until **4:00 PM Eastern Time August 9<sup>th</sup>, 2019** at the Purchasing Office of City Hall, located at 25 Cottage Street, South Portland, ME 04106. If you are interested in submitting a digital proposal, please email your proposal and any attachments to: [cselberg@southportland.org](mailto:cselberg@southportland.org). Proposals will be publicly opened on the date and time stated above. Once opened, submitted

materials will be given to the Selection Committee to make a determination. Proposals will not be available for public inspection until after an award determination has been made.

The attached **Proposal Response Form must be completed and included with your bid.** Failure to submit a complete proposal package will nullify your proposal. The City of South Portland reserves the right to accept or reject any or all proposals, or negotiate with a particular proposer following the bid opening without right or recourse by proposers, if it is in the best interest of the City to do so.

#### **IV. Questions**

All questions must be directed to William J. Mann, the City of South Portland's Economic Development Director, at [wmann@southportland.org](mailto:wmann@southportland.org) in writing, no later than July 17, 2019. The City will issue a response to any questions or inquiries submitted in writing by the aforementioned deadline as an addendum on the bid listing on the City's website; individual notice will not be sent.

#### **V. Scope of Work**

The City of South Portland is seeking qualified professional marketing, branding, and multi-media communications services, including but not limited to brand development and management; marketing strategy; digital content design and development; and public relations. This will include developing and providing a variety of promotional, publicity, and advertising plans and informational materials that are consistent with specifications set forth by the City.

Marketing initiatives include:

**A. Strategy:** Develop a marketing plan focused on achieving the city's marketing goals including marketing support for business attraction and retention; the promotion of the downtown, business zones / parks, recreational programs and assets, tourism; and other initiatives as they may emerge.\*

**B. Marketing and Public Relations:** Provide graphic design and content development support for digital, print, and collateral material, as requested for both City events as well as collaborative efforts with city-supported organizations and agencies. Assist in the development of public relations resources to accomplish the objectives identified in the City's Economic Development Plan and any related marketing plan(s). Support internal marketing needs by providing templates for use by City staff.

C. Branding: Provide advice and recommendations for citywide marketing strategies and brand advancement.\*

D. Digital: Provide website design and content development support, including for an Economic Development “mini-site” on the City’s website [www.southportland.org](http://www.southportland.org) and otherwise as needed/requested. Assist in the creation of infographics periodically.

E. The successful Proposer will be available on an on-call basis for emergency situations. *Qualified for purposes of this proposal shall mean that the Proposer has prior experience working with municipal or other public entities within the last five (5) years, providing such services as identified in this RFQP.*

**\*Examples of existing / recent marketing and branding materials will be posted on the bid listing on the City’s website.**

## **VI. Instructions**

Before submitting a proposal, all prospective Proposers are encouraged to carefully examine the proposal documents, and fully inform themselves as to the existing conditions and limitations under which the work will be performed. No contracts will be awarded except to Proposers capable of performing the contemplated work. Proposers must comply with all State, Federal, and municipal laws. Before the award of any contract, Proposers may be required to show that he/she has the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner. Proposals should be prepared to provide a straightforward, concise delineation of the capabilities proposed to satisfy the requirements of the City. Completeness and clarity of the content are requested.

## **VII. Proposal Content**

Proposers shall submit one (1) full color original of their completed proposal, with appropriate appendices.

**All proposals must include the following information to be considered:**

1. **Letter of Transmittal:** Include background of the Proposer’s organization. Indicate the distinctive features of the organization and the project team that makes the team uniquely suited to undertake this specific request.

2. **Key Personnel:** Comprehensive firm qualifications, including resumes of key personnel who would be assigned to work on this contract, if awarded.

3. **Summary of Demonstrated Experience:** Include at least two (2) samples of previous projects, similar in requirements as identified in Section V. Scope of Work, including objectives

of the project, tactics to achieve the objectives, and sample materials. Additional samples of other recent work that may include graphics or promotional materials, advertisements for print media, television ads, radio advertisements, etc.

4. **Pricing:** Please provide a schedule of fees for all relevant services described in the Scope of Work including the cost of ongoing Consulting, Management, and Strategy Development; Digital Marketing Services; External Collateral; Public Relations; and Promotional Media. A comprehensive rate sheet including all hourly rates for each job classification and job title, and unit costs must be submitted for all items set forth in the proposal. All rates and fees will be fixed for the duration of the contract. Materials and services, or overhead costs not listed but that may be required or are expected to be used by the consultant in performing the tasks related to the Agreement must be listed with the proposal. Please identify the costs associated with the use of third party vendors to satisfy the services identified in the fee schedule.

5. **Completed RFQP Package** (Response Form, Statement of Compliance/Deviation, Marketing Services Proposal Form)

#### **VIII. Selection Process and Criteria**

The competitive selection process provided for under this RFQP will focus on the qualifications and prior history of performance on similar projects, in accordance with the selection criteria set forth in this RFQP, enabling the City to select the most qualified Proposer.

##### **A. Timeline: (Times TBD)**

- 1: RFQP Released - **June 28, 2019**
- 2: Question Submittal Deadline - **July 17, 2019**
- 3: Proposals Due: **No later than 4:00 p.m. Eastern Time August 9, 2019**
- 4: Successful Proposer will be notified – within 30 days of selection.
- 5: Anticipated Commencement of Contract.

**B. Selection Committee:** A Selection Committee will review and evaluate all responsive submittals and other information received in accordance with the requirements of this RFQP.

**C. Selection Criteria:** Each proposal will be evaluated based on the following criteria:

- A. Qualifications and experience of the Proposer and proposal content based on the needs of the City;
- B. Capabilities of the Proposer and project team to be assigned;
- C. Prior history, and/or experience with Proposer;
- D. Reference checks (identified on the RFQP Response Form) regarding timely and efficiently completed projects and ability to collaborate with various parties both internally and externally;
- E. Proposed fees, expenses, and costs; and
- F. The City may request oral presentations as part of the evaluation process.

The City reserves the right to negotiate any portion of the proposal determined to be unclear or to inadequately address the needs of the City of South Portland, as identified by the Selection Committee. In evaluating proposals, the City of South Portland reserves the right to accept or reject any or all parts of a proposal and further negotiate specific services, and use any or all of the ideas from the proposals submitted without limitations if it is considered to be advantageous to the City. All material submitted becomes the property of the City of South Portland.

At any phase, the City of South Portland reserves the right to terminate, suspend, extend, amend, or modify this selection process; reject any or all submittals at any time; and waive any informalities, irregularities, or omissions in submittals, as the best interests of the City may appear. The RFQP process shall in all respects be governed by, and construed in accordance with, the laws of the State of Maine. Thank you for your interest in doing business in the City of South Portland.

Request for Qualified Proposals Response Form

**Please complete the following. Attach additional sheets as necessary.**

Our Company is:	A corporation _____ A partnership _____ Individually Owned _____ Other: _____
Company Name and Address:	
Name of Principal:	
Telephone Number: E-mail Address:	
Include three references. Provide the name of the organization, a brief description of the services provided, years of service to the organization, and name and contact information of primary contact individuals from the organization served.	

All sections above must be completed. All deviations from the specifications must be fully explained in writing on the Statement of Compliance/Deviations Form.

### **Statement of Compliance/Deviations Form**

The Bidder proposes the following deviations from the Specifications, which the Bidder represents and warrants as being fully equal or superior to the requirements of the Specifications, for the reason(s) set forth fully below. If there are no deviations, please state so below.

**Marketing Services Proposal Form**

The undersigned, by submitting a proposal, declares as follows:

- 1. The only parties interested in the RFQP as principals are named herein.
- 2. This bid is made without collusion with any other person, firm, or corporation.
- 3. No officer, agent, or employee of the City of South Portland is directly or indirectly involved with the bid.
- 4. The bidder has carefully read and examined the specifications herein and knows and understands the terms and provisions.
- 5. All deviations from the specifications must be fully explained in writing and included on the Statement of Compliance/Deviations Form provided.

All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Proposer.

Proposers understand that the City reserves the right to reject any or all proposals, reject any or all items, and further, reserves the right to delete any item or parts of items.

**DATE:** \_\_\_\_\_, 2019    **BIDDER:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

Signature below by the City of South Portland, represents acceptance of the above signed Proposers' response form in accordance with the contract specifications. Upon execution by the city, this official bid form, any attached documents and such other documents (instructions, general specifications, technical specifications) shall serve as the contract, City of South Portland reserves the right to a more formal Agreement / Contract similar to that shown as Attachment A to this document.

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Scott Morelli, City Manager

[SEAL]

**Attachment A**

**AGREEMENT**

**BETWEEN CITY OF SOUTH PORTLAND**

**AND**

\_\_\_\_\_

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20XX, by and between the **CITY OF SOUTH PORTLAND**, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the “**CITY**”) and \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_, Maine \_\_\_\_ (Insert Responder Name \_\_\_\_\_ hereinafter “insert one work abbreviation “**SAMPLE**”).

**WITNESSETH**

**WHEREAS**, the **CITY** has set out in the detail the objectives of its use of a Vendor’s Services and the scope of the services that firm will be asked to provide in a Request for Qualified Proposals #**TITLED** and dated \_\_\_\_\_, which is hereby incorporated by reference into this Contract (the “**RFQP**”); and

**WHEREAS**, the **SAMPLE** submitted a proposal dated \_\_\_\_\_, \_\_\_\_ for said services;

**NOW, THEREFORE**, the parties do hereby agree as follows:

**1. SERVICES**

**CE** agrees to provide the personnel, supplies, equipment and labor necessary to perform the Basic Services as outlined in its Proposal dated \_\_\_\_\_, \_\_\_\_\_ a copy of which is attached hereto and by this reference incorporated herein as Exhibit A. Any substantial change or addition to the scope of Basic Services shall be agreed upon in writing by **CITY** and **SAMPLE** and **SAMPLE** agrees to perform Additional Services, if any, at rates to be determined based on the

nature of the services involved. Authorization of performance of any Additional Services shall be in writing from CITY.

**2. SCHEDULE**

The initial term of this Contract shall be the three (3) year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The CITY shall have the option to renew this Contract automatically for three (3) successive one (1) year option terms, on the same terms and conditions. The CITY shall be deemed to have exercised an option if, by a date thirty (30) days prior to the end of any term, the CITY has not notified the Consultant Engineer Firm of its decision not to exercise the option.

**3. FEES**

SAMPLE shall submit an itemized statement for services performed under this Agreement, and, if requested, show hours spent, hourly rates and tasks performed. Fees for services billed to the CITY at the rates provided on page \_\_\_\_\_ through page \_\_\_\_\_ of SAMPLE's Proposal. SAMPLE's invoice shall be paid by CITY within thirty (30) days of its receipt.

**4. PERSONNEL, INDEPENDENT CONTRACTOR**

SAMPLE represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the CITY, nor have any contractual relationship with the CITY. SAMPLE's Project Manager hereunder shall be \_\_\_\_\_, and any deletion or change in Project Manager shall be subject to the CITY's approval.

SAMPLE further agrees that consistent with its status as an independent contractor, that its personnel will not hold themselves out to be, nor claim to be, officers or employees of the CITY by reason of this Agreement.

**5. STANDARD OF PERFORMANCE**

SAMPLE shall be, and remain, fully responsible to the CITY for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the CITY, correct and revise any errors or deficiencies in

its performance and shall pay **CITY** for any loss, damages, or costs, including attorney's fees, resulting from **SAMPLE**'s breach of this Agreement or incurred by the **CITY** for the replacement or correction of any part of the work hereunder which is deficient, or defective.

**CITY** shall provide **SAMPLE** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give **SAMPLE** a reasonable time under the circumstances to correct said error or deficiency.

**6. CITY'S REPRESENTATIVE**

The **CITY**'s Economic Development Director, or his/her authorized designee, shall act as the **CITY**'s representative in all dealings with the **SAMPLE**.

**7. DOCUMENTS**

**CITY** agrees to furnish or provide access to **SAMPLE** to any information or material in its possession that is relevant to **SAMPLE**'s performance hereunder and **CITY** staff will cooperate with **SAMPLE**. **SAMPLE** will not, without the **CITY**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **SAMPLE**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **CITY** and be promptly delivered to the **CITY** upon request. All working papers shall be and remain the property of **SAMPLE** but **SAMPLE** shall make said work papers available to the **CITY** upon the **CITY**'s request and the **CITY** shall be provided copies of any or all working papers upon request.

**SAMPLE** shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **CITY**.

**8. INDEMNIFICATION**

To the fullest extent permitted by law, **SAMPLE** shall defend, indemnify and hold harmless the **CITY** its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's fees, arising out of or

resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or part by any negligent act of omission of **SAMPLE**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **CITY** which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.

**9. INSURANCE**

The **SAMPLE** shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**, nor shall the **SAMPLE** allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

**It is a requirement that the CITY be named as an Additional Insured on the following insurance policies.**

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Workers' Compensation Insurance**

The **SAMPLE** shall maintain and cause all sub-contractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

**(c) Professional Liability**

The **SAMPLE** shall maintain a policy of insurance to pay on their behalf whatever amounts may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

**It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.**

(d) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the **CITY** prior to the commencement of any work by the **SAMPLE**

(e) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the **CITY** of cancellation, non-renewal or material change in coverage or form.

(f) It is required that the **CITY** be named as an Additional Insured on the General Liability and Automobile Liability policies.

(g) The **SAMPLE** and his surety shall indemnify and save harmless the **CITY**, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said **SAMPLE**; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said **SAMPLE**; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.

**(h) Waiver of Subrogation**

Payment of any claim or suit or any insurance company on behalf of the **CITY** shall not constitute a waiver of subrogation against the **SAMPLE** or sub-contractors in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **SAMPLE** or any sub-contractors.

**10. TERMINATION**

The **CITY** may terminate this Agreement for cause by written notice to the **SAMPLE**. In the event of such termination, **SAMPLE** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **SAMPLE**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **SAMPLE** for all work performed pursuant to this Agreement prior to receipt of such notice.

**11. NO ASSIGNMENT**

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the **SAMPLE** assign any moneys due or to become due to it hereunder, without the previous written consent of the **CITY**.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**12. NON-WAIVER**

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

**13. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To CITY:                      City of South Portland  
   25 Cottage Road  
   P.O. Box 9422  
   South Portland, ME 04116-9422  
   Attention: Economic Development Director  
   cc: Finance Director

To SAMPLE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**14. COMPLIANCE WITH LAW**

In its performance under this Agreement, **SAMPLE** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine.

**IN WITNESS WHEREOF**, the **CITY OF SOUTH PORTLAND** has caused this Agreement to be signed by \_\_\_\_\_, its City Manager, thereunto duly authorized, and \_\_\_\_\_ has caused this Agreement to be signed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and date first above written.

**WITNESS: CITY OF SOUTH PORTLAND**

\_\_\_\_\_ By: \_\_\_\_\_  
Its City Manager

**WITNESS:**  
\_\_\_\_\_ By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST: \_\_\_\_\_