

**CITY OF SHENANDOAH**

**REQUEST FOR PROPOSALS**

**TOURISM/VISITORS CENTER CONSULTING**



**CITY OF SHENANDOAH**

**29955 I-45 NORTH**

**SHENANDOAH, TEXAS 77381**

**RESPONSES DUE MARCH 12, 2018**

## **1.00 OBJECTIVE**

The City of Shenandoah (City), in its desire to attract visitors to the City's hotels and utilize Hotel Occupancy Tax (HOT) receipts to the fullest potential, is seeking proposals for tourism consulting services, to identify best practices and provide strategy consulting in the following areas:

- A. General Operations
  - Staffing
  - Organizational structure
  - Facilities
  - Current programs
  - Quality improvement initiatives
- B. Branding and Marketing
  - Focus and direction of tourism program
  - Ad/media planning
  - Digital/social media marketing
- C. Market Analysis
  - Market insight
  - Hotel inventory
- D. Tourism Development Plans
  - Planning,
  - Strategy
  - Consumer trends/tourism insight
- E. Implementation Support
  - Guidance with execution of strategic plan

## **2.00 SELECTION OF REASONABLY QUALIFIED BIDDERS**

The City will determine which bidders are reasonably qualified for the consideration of the award of the Contract. All bidders must meet or exceed the attached minimum specifications to be considered as a valid bid. Preference will be given to contractors with municipal government experience.

## **3.00 ABILITY TO PERFORM**

The City may, at any time, investigate a bidder's ability to perform services. The City may require additional information about the company, its history, and its service on previous contracts. Bidders who choose not to submit the required information will not be considered.

#### **4.00 OUTSIDE SOURCES**

The City may use sources of information not supplied by the bidder concerning an organization's ability to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources available to the City.

#### **5.00 REQUIRED INFORMATION**

The City requires the bid to contain, at a minimum, the following information on both a corporate and local level:

- A. **Firm Background** - Provide a brief description and history of the firm including current size and how many persons in the firm are directly engaged in providing the desired consulting services. Also include the names, qualifications, years of experience and other detailed background information of the management team who will be directly responsible for the Shenandoah account.
- B. **Experience and References** - Discuss the firm's prior service experience in providing the proposed service to other organizations. Provide references of the three (3) most recent Contracts where comparable services were provided. References must include: customer's name, address, contact person, and contact information.

#### **6.00 BID FORMAT**

##### **6.01 EXECUTIVE SUMMARY**

Describe your organization. Include any pertinent information including partnerships, holding and business relationships. Include the information required in item 5.00.

##### **6.02 RESPONSE TO THE MINIMUM REQUIREMENTS OF THE BID**

List any exceptions, exclusions or reservations you may have to the requirements listed in the proposal.

##### **6.04 PRICE STRUCTURE**

See Appendix A for the Bid Form that must be returned.

#### **7.00 SCOPE OF SPECIFICATIONS AND REQUIREMENTS**

##### **7.01 SCOPE OF WORK**

The City of Shenandoah is seeking a consultant who is highly skilled and fully knowledgeable in 1) the operation of convention and visitor centers, 2) marketing of municipalities in the area of tourism, and 3) strategic planning and optimum occupancy and usage of hotel/motel facilities, and advising the city on specific aspects of its current practices, while making recommendations for improvement. This includes:

- A. General Operations of a Convention and Visitor Center
  - Staffing – identify staffing needs for the City’s tourism department
  - Organizational structure – recommend best practices for the organizational structure, such as staff reporting, board oversight, etc.
  - Facilities – assess current facilities and determine future needs
  - Current programs – evaluate current programs
  - Quality improvement initiatives – identify areas for improvement
- B. Branding and Marketing
  - Focus and direction of tourism program – identify branding of the City’s tourism program, including focus areas and future direction
  - Ad/media planning – provide recommendations for a marketing plan, including advertisement and media planning
  - Digital/social media marketing – provide recommendations for digital and social media marketing opportunities
- C. Market Analysis
  - Market insight – provide insight to industry trends
  - Hotel inventory – evaluate current hotel inventory and make recommendations for future needs
  - Consumer trends/tourism insight – provide insight to consumer and industry trends related to travel and tourism
- D. Tourism Development Plans
  - Planning – provide direction for the City’s future tourism programs
  - Strategy – develop strategies for implementing plans
- E. Implementation Support
  - Guidance with execution of strategic plan – assist staff with the implementation of recommendations

**8.0 PROPOSAL FORMAT GUIDELINES**

Proposer shall submit a proposal with cover letter and resumes of key people. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of what is being offered.

- A. Cover Letter – The proposal shall be accompanied by a cover letter which should summarize the key elements of the proposal. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Include the address and contact phone number for the proposer’s office located nearest to the City of Shenandoah and the office from which the services will be managed.

- B. Approach – Provide a detailed description of the implementation plan with project timelines. Also include a description of specific tasks that will be required of the City and how City staff will interact with your staff to complete the tasks specified in the scope of work.
- C. Staffing – Provide a list of personnel who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contact period, if different personnel are assigned to the project, those names and qualifications must be submitted to the City.
- D. Qualifications – Describe the qualifications of the proposer and key staff who have performed projects similar in size and scope within the past five years to demonstrate competence to perform these services. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer’s demonstrated capability, including the length of time that the services in the Scope of Work have been provided. All proposers should provide at least three references, including name and contact information, which have received similar services. The City reserves the right to contact the references provided.
- E. Fee Proposal – Indicate the fees to provide all services in the Scope of Work:
  - 1) A fixed fee for items A through D
  - 2) A fixed or hourly fee for item E

## **9.0 PROCESS FOR SUBMITTING PROPOSALS**

All proposals received by the City in response to this RFP will be retained.

- A. Content – The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.
- B. Preparation of Proposal – Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The City will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.
- C. Number of Proposals – Submit an original and three (3) hard copies.
- D. Submission of Proposals – Complete written proposals must be submitted in sealed envelopes clearly marked “RFP – Tourism Consulting Services” no later than March 12, 2018 at 10:00am. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by email or fax.

Address:

City of Shenandoah  
29955 IH-45 North  
Shenandoah, Texas 77381  
Attn: Kathie Reyer

E. Inquiries – Questions about this RFP must be made in writing by email to:

Kathie Reyer, Interim City Administrator  
[kreyer@shenandoahtx.us](mailto:kreyer@shenandoahtx.us)

The City reserves the right to amend or supplement this RFP prior to the proposal due date. The City endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted and no response other than written will be binding upon the City.

F. Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposal and submissions and materials become the property of the City and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the City's option, become part of the contract entered into by the successful proposer and the City.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

## **10.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS**

a. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The City may reject any proposal in which a proposer's approach, qualifications or price are not

considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

**b. Initial Proposal Review**

The city will initially review and score all responsive written proposals based on the evaluation criteria set forth above. The City may also contact Proposer’s references. Proposals that receive the highest evaluation score may be invited to the next stage of the evaluation process, or the City may conclude the evaluation process at this point and make a recommendation for award. Alternatively, the City may elect to negotiate directly with one or more proposers to obtain the best result for the City prior to making a recommendation or selection.

**c. Reference Checks, Revised Proposals, Discussions**

The City may, during this stage of the evaluation process, also contact and evaluate the proposer’s references.

Following conclusion of this stage of the evaluation process, the City will again rank all proposers according to the evaluation criteria set forth above. The City may conclude the evaluation process and make a recommendation for award. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

**11.0 MINIMUM LIMITS OF INSURANCE**

Type of Coverage	Limits of Liability
Worker’s Compensation	Employer’s Liability with limits of \$1,000,000 per employee for occupational disease; \$1,000,000 policy limit for disease; and \$1,000,000 for each accident.
Commercial General (public) Liability	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent
Comprehensive Automobile Liability	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent
Excess Umbrella Liability	\$ 5,000,000 aggregate

## **12.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT**

The Contract shall be deemed as having been awarded when the City shall have delivered formal notice of award to the Contractor by certified mail.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contracts as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, Contractor will be considered to have abandoned all his rights and interests in the award, and the award may then be made to the next best qualified Contractor, or the work re-advertised for bids, as the City may elect.

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions of the work under the Contract.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint itself with conditions existing, shall in no way relieve Contractor of any obligations with respect to this bid or to the Contract. The City shall make all such documents available to the Contractors.

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

## **13.0 NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR**

The bid must be properly signed in ink and will include the physical and mailing address of the Contractor. The legal status of the Contractor whether a corporation, partnership or individual, shall be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the bid the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid.

## **14.0 QUALIFICATIONS OF CONTRACTOR**

The opening of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

In the event the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the requested information.

#### **15.0 DISQUALIFICATION OF CONTRACTORS**

A. Although not intended to be an exhaustive list of causes for disqualification, any one more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his bid:

- Evidence of collusion among Contractors.
- Lack of competency as revealed by financial statements, experience, equipment, or other factors.
- Lack of competency or responsibility as shown by past work.
- Default on a previous City contract for failure to perform.
- Incompleteness of bid.

#### **16.0 METHOD OF AWARD**

The City reserves the right to accept any bid or to reject any and all bids, and to waive defects or irregularities in any bid. In particular, erasure or interlineations of the Contract Documents and of the bid shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City.

#### **17.0 COMPLIANCE WITH LAWS**

The Contractor, its officers, agents, employees, contractors, and subcontractors shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct each violation.

#### **18.0 DISCRIMINATION PROHIBITED**

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

#### **19.0 TERM**

If the City elects to use contractor's outsourcing services, the contract will begin and end on an agreed date. The City reserves the right to terminate the contract at its discretion. A thirty (30) day written termination notice is required by either the Contractor or the City to terminate this contract.

**20.0 PAYMENT**

Contractor may send monthly invoices to the City for work completed. The monthly invoices will be paid within 30 days of receipt by the City. The invoices will be detailed showing work actually performed and completed. No payment will be made for incomplete work.

**21.0 LICENSE AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

**22.0 INDEMNITY**

The Contractor will indemnify and hold harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

**23.0 TRANSFERABILITY OF AGREEMENT**

No assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld.

**24.0 NOTICES**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage paid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City: City of Shenandoah  
ATTN: Interim City Administrator  
29955 IH-45 North  
Shenandoah, TX 77381

If to the Contractor: ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**25.0 SEVERABILITY**

In the event that any provision or portion thereof of any Contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract

document shall be affect the validity or enforceability of any other provision or portion of any Contract document.

**26.0 FINAL BID AND RATES**

This request for bids does not represent the final contract to be signed with the selected vendor.

**27.0 ISRAEL ANTI-BOYCOTT**

Contractor will issue a certificate in accordance with Chapter 2270 of the Texas Government Code.

**28.0 SERVICE CHANGES**

The City shall have the right to change the type of service at any time for any reason with thirty (30) days written notice to the vendor. The vendor will have to provide in writing any cost variation from the original contract.

**Company:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

## **APPENDIX A**

### **TOURISM CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) FEE PROPOSAL**

Fee proposal to provide Tourism Consulting Services (as defined in the Scope of Work) is as follows:

1. A fixed fee for the following services:
  - A. General Operations as described in 7.01(a)
  - B. Branding and Marketing as described in 7.01(b)
  - C. Market Analysis as described in 7.01(c)
  - D. Tourism Development Plans as described in 7.01(d)
2. An hourly rate or fixed fee for the following service:
  - E. Implementation Support as described in 7.01(e)

Additional breakdown of fees by service is also permitted.

**APPENDIX B**

**Signatures:** By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the bid prices.

BIDDER: \_\_\_\_\_  
(Print or type full name of proprietorship, partnership, corporation, or joint venture.\*)

**\*\*By:** \_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_  
(Print or type name) Title

Address: \_\_\_\_\_  
Mailing  
\_\_\_\_\_  
Street Address, if different

Contact: \_\_\_\_\_  
Phone Fax Email

\*If Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

\*\*Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidder.