

REQUEST FOR PROPOSALS

MARKETING AND MEDIA RELATIONS CONSULTING SERVICES

REQUEST FOR PROPOSALS

RFP #:	MARKETING AND MEDIA RELATIONS CONSULTING SERVICES
Proposal Opening:	February 14, 2023 @ 11:00am
Proposals Delivered to::	Town Hall – Office of the Town Manager 40 South Street Foxborough, MA 02035

Contact
Marie Almodovar
Asst. Finance Director/Director of Accounting

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MARKETING AND MEDIA RELATIONS CONSULTING SERVICES

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LEGAL NOTICE

REQUEST FOR PROPOSAL

Marketing & Media Relations Consulting Services

The Town of Foxborough through its Planning Department is seeking proposals for a Marketing & Media Consultant in partnership with the neighboring towns of Plainville and Wrentham for a contract of 1 year with 2 options to renew.

Proposal documents will be available on the Town's website at: <https://www.foxboroughma.gov/departments/procurement> starting January 30, 2023. All proposals shall be submitted in a sealed envelope and plainly marked "Marketing & Media Consulting Services to the Town Manager's Office 40 South Street, Foxborough, MA 02035. Sealed proposals will be opened February 14th at 11:00am @ Town Hall. The Town of Foxborough reserves the right to accept or reject any and all proposals.

Marie Almodovar

Asst. Finance Director/Director of Accounting

ACTIVITY	DATE
Bid Advertised —, Goods & Services/Central Register, Town Hall, Newspaper,	1/30/23
Documents Available	1/30/23
Questions due by:	2/3/23@11:00am
Questions answered estimate	2/7/23
Bids Due	2/14/23 @ 11:00am
Interview	To be determined
Contract start date	3/1/23

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GENERAL REQUIREMENTS

1. OVERVIEW

The Foxborough Planning Department, in partnership with the neighboring towns of Plainville and Wrentham, is seeking proposals from marketing and communication professionals / firms to implement tourism marketing and communications strategies for the three towns. The three towns have been marketing and promoting the destinations jointly, and the contract awarding authority, on behalf of the three towns, is:

Town of Foxborough
40 South Street
Foxborough, MA 02035

The proposal must address, at a minimum, each of the items set forth in the "Request for Proposals" in order to be considered responsive. The Town of Foxborough may reject any proposal, which does not respond to each item in the "Request for Proposals" as non-responsive. The non-price proposal shall be signed, placed in a separate envelope, and sealed. All pages that require signatures must be signed where appropriate and submitted as part of the non-price proposal.

DECISION TO USE THE REQUEST FOR PROPOSAL PROCESS: The Town's Chief Procurement Officer or Designee has determined to use the Request for Proposal procurement process in accordance with MGL c30B to select the most advantageous proposal for Marketing and Tourism consulting. The Town believes that the individuals /firm(s) providing these services must have a broad range of experience with providing these services to municipalities. The Request for Proposal (RFP) process will enable the Town to provide higher rating to vendors whose key project personnel have extensive experience in providing similar services to other comparable municipalities in Massachusetts, particularly where they have been able to work with local objectives, policies issues and goals. The consultants may also be interviewed.

Background:

The Towns of Foxborough, Plainville, and Wrentham, Massachusetts are mostly suburban communities, each with populations of less than 18,000 people. All three towns are all located in the Greater Boston area with a distance to the City ranging from a 35 to 50 minutes (without traffic).

Although Foxborough, Plainville, and Wrentham are relatively small, these communities are unique in that each of the three communities has a major regional destination located within their borders. Plainville has Plainridge Park Casino, Wrentham has the Wrentham Village Premium Outlets and Foxborough has Patriot Place/Gillette Stadium, all of which are located within seven miles of each other. These three major destinations combined bring in an estimated 20,000,000+ visitors per year to our region.

In 2020, the towns received a grant from the Massachusetts Gaming Commission and used it to develop a tourism strategic plan. Subsequent grants resulted in the creation of

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a website (www.VisitFPW.com), photo library, videos, the development of a brand, as well as the start of marketing and promotional efforts to not only encourage visitors to experience the three towns, but also to engage stakeholders in the regions tourism marketing efforts.

We are seeking to engage the services of an individual or team that specializes in tourism marketing & media relations to continue to oversee and proactively market our region to attract individual travelers, meetings and conference and group tours. This individual or team would be responsible for working with key stakeholders to define, create and advertise a cohesive and complementary sense of place. The focus of the marketing and communications efforts would not only be for those within the drive market, but also to groups and visitors traveling from greater distances (150+ miles).

2. SCOPE OF WORK

The scope of work outlines the minimum information and deliverables that should be covered. Based on experience and expertise of marketing and tourism professionals, we are open to additional scope or subject as warranted.

Timeline

Work shall commence on March 1, 2023 upon execution of agreement and shall be completed no later than June 30, 2024.

Additional related services may be added by addendum throughout the contract and grant duration.

Schedule and Budget

The maximum funding available for the project is \$76,000 (including direct costs).

It is essential that the selected vendor is able to accomplish the proposed scope of work within the defined project deadline. Respondents should clearly demonstrate how they intend to deliver the services identified on schedule and within budget.

Strategic Planning & Account Management Services

- Provide an experienced point of contact to serve as the primary contact to facilitate this project
- Maintain regular status reports and meetings with Towns of Foxborough, Plainville & Wrentham
- Manage and track project budgets, timelines and reports
- Oversee all services associated with running and updating the website and digital communications (web hosting, constant contact, email and domain services, etc.)
- Attend all meetings and collaborative discussions as required

Content Management/Communications:

- Maintain, update and expand content on website

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- Develop & implement Social Media strategy
- Communications:
 - Develop regular newsletters to promote the region to visitors
 - Develop regular communication to inform key stakeholders of activities and encourage collaboration
 - Ensure all activities in the region are being shared with regional destination marketing organizations. Collaborate with these organizations to generate exposure for the region.
- Develop and produce promotional collateral as needed for sales distribution
- Respond to and facilitate media requests
- Develop and implement digital campaign to promote the region
- Develop suggested itineraries, themed months, packages/promotions and other content to promote the wide variety of things to see and do in the region.
- Communicate regional activities to other organizations promoting the region, such as the Greater Boston Convention & Visitors Bureau, Massachusetts Office of Travel & Tourism, Discover New England, among others. Collaborate with these organizations to generate exposure for the region.

Media Relations:

Proactively reach out to leisure, group, meetings & international media, influencers and bloggers to generate coverage for Foxborough, Plainville & Wrentham as a visitor destination.

- Build and maintain calendar of story ideas and pitches
- Research and expand upon targeted list of media to pitch
- Research editorial calendars for target publications for inclusion in relevant, planned articles
- Create and distribute media releases
- Day to day proactive media relations and immediate response to incoming media inquiries
- Follow-through on press releases and media inquiries
- Develop, modify and update media kit materials as needed
- Evaluate and maximize existing and upcoming marketing and advertising efforts with media relations

Direct and oversee asset development for the region including:

- Photography
 - Develop shot list, solicit models, review and select imagery, etc.
- B-roll Video & Video Production
 - Create RFP, oversee bidding process
 - Act as creative director with video company ensuring that materials created reflect brand identity of FPW
 - Develop shot list, solicit models, review and provide input for editing and final videos

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- Collateral
 - Work with graphic designers and printers to oversee the development and production of collateral for use promoting the destination.

Develop revenue generation ideas to help develop sustainable funding for the tourism marketing efforts of the region

Expand measurement tools to measure success of programs

- Create & implement consumer and business survey to create benchmark with which to measure program success against annually

Proposals Should Include:

- Understanding the Scope of Services
- Previous Experience and References
- Approach and Methods
- Work Plan
- Staffing
- Consultant Actions and Expectations
- Outcomes

Comparative Evaluation Criteria:

- Expertise in the field of marketing, tourism, media relations and/or related field
- Expertise in the facilitation of stakeholder engagement
- Quality of personnel
- Quality of proposal including scope of work and methodology

3. QUESTIONS

Direct all inquiries to Marie Almodovar in writing to **malmodovar@foxboroughma.gov** by February 3, 2023 at noon. Responses to inquiries that affect all proposers will be issued as addenda.

4. ADDENDA

Written addenda issued by the Town of Foxborough will be posted on the Town's website: <https://www.foxboroughma.gov/departments/procurement> February 7, 2023. It is the vendor's responsibility to check the website for the posting of any addenda.

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HOW TO SUBMIT A PROPOSAL

5. PROPOSAL SUBMITTAL

Proposals must be submitted to the **Office of the Town Manager, 40 South Street, Foxborough, MA 02035** on or before **February 14, 2023 at 11:00am**.

Proposals must be submitted in **two sealed envelopes** clearly marked with the following information:

1. **NON-PRICE PROPOSAL** - Town of Foxborough, Town Manager
Marketing and Media Relations Consulting Services
2. **PRICE PROPOSAL** - Town of Foxborough, Town Manager
Marketing and Media Relations Consulting Services

Proposal envelopes must contain one (1) CLEARLY MARKED unbound single sided original and one copy of the proposal.

Proposals must be signed as follows:

- **If the Proposer is an individual**, by her/him personally;
- **If the Proposer is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
- **If the Proposer is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.
- Proposals that are received after the proposal due date and time will not be accepted. Proposals must be delivered to the Town Manager's Office, proposals that are delivered to other departments by outside delivery services may be deemed unresponsive and rejected.
- **Unforeseeable Deterrents** - If at the time of the scheduled proposal opening, the designated site is unavailable due to circumstances beyond the control of the Town of Foxborough, the proposal opening will be automatically postponed (with or without notice to potential Proposers) until 12:00 Noon at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the proposal opening will be formally postponed with notification to all parties provided proposal documents by the Town of Foxborough. Proposals will be accepted until any postponement time.
- **Proposal Format** - The Proposal should be organized in the following format
 - **Section 1:** Minimum Qualification Criteria, Quality of Personal, Company Narrative
 - **Section 2:** Experience and Expertise
 - **Section 3:** Required Forms
 - **Section 4:** Plan of Services as outlined in the Request of Proposal

6. COMPLIANCE WITH RFP

Proposers must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake in a proposal is evident and the intended proposal is clear on the face of the

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Proposal Price Form, the mistake will be corrected to reflect the intended correct proposal and the Proposer will be notified in writing. The Proposer may not withdraw such a proposal. The Town of Foxborough may reject or a Proposer may withdraw a proposal if a mistake is clearly evident on the face of the **Proposal Price Form**, yet the intended correct proposal is not similarly evident.

7. PROPOSAL PRICE FORM AND PROPOSAL

Proposals must be submitted on the **Proposal Price Forms** provided and the proposal itself must contain all the required enclosures itemized in Section 8 below.

NOTE: The Proposal Price Forms must be separated and sealed from the Proposal itself in order for fair grading. If this is not done and your price is on your proposal itself that proposal may be DISQUALIFIED.

8. REQUIRED PROPOSAL DOCUMENTS

All proposals are required to contain the following forms fully completed and **signed**:

- ☐ **General Proposal Form (Form A)** (*place this in a separate envelope from Form C*)
- ☐ **Statement of Competency -- with list of references (Form B)**
- ☐ **Proposal Price Form (Form C)** (*This should be in its own sealed envelope clearly marked*)
- ☐ **A fully executed and signed Contract Form D**
- ☐ **Minimum Statement of Qualifications**
- ☐ **Insurance Certificate/Workers Compensation**
- ☐ **Licenses and Certificates if applicable**
- ☐ **Business Narrative**
- ☐ **W9**

9. MODIFICATIONS TO PROPOSALS

A Proposer may correct, modify, or withdraw a proposal by written notice received by the Town of Foxborough not later than the close of business on the day before the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the **General Proposal Form** or a surrogate so authorized in writing.

After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Foxborough or fair competition as determined by the Town of Foxborough.

10. PROPOSAL OPENING

Sealed proposals will be accepted at, **Office of the Town Manager, 40 South Street, Foxborough, MA 02035 until 11:00am on February 14, 2023** when and where they will be privately opened and evaluated. Proposals will be made available after a Proposer is chosen upon request by public records law.

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AWARD AND CONTRACT

11. RULE OF AWARD

An award will be made as follows:

An award will be made to the most advantageous proposal based upon the Proposer's non-price and price proposals that are the subject of this RFP that are also within the budget pricing of the Town. Furthermore, this is subject to reference checks, etc. The decision to award to the most advantageous proposer is the decision of the Town Manager, who serves as the Chief Procurement Officer.

12. TIE BREAKER

In the event of a tie, the parties will go through an interview portion in which the proposal team will have an additional chance to grade the PROPOSERS selected.

13. TIME FRAME FOR AWARD

All proposal prices submitted in response to this RFP must remain firm for 30 (thirty) days following the proposal opening or until a contract is executed, whichever occurs first. It is anticipated that the contract will be awarded for a start date of March 1, 2023

14. RESERVED RIGHTS

The Town of Foxborough reserves the right to:

- Cancel this RFP at any time, with or without notice to prospective Proposers. Reasonable efforts will be made to give timely notice.
- Accept or reject, in whole or in part, any and all proposals as permitted by law.
- Award contracts as it deems best serves the interests of the **Town of Foxborough**.
- Waive or adjust non-statutory proposal requirements before or after proposals are opened in whatever ways it deems best serves the interests of the **Town of Foxborough**, while also being non-prejudicial to the interests of fair competition.

15. CONTRACT

A signed contract will result from this RFP, and will remain in effect for 1 year with the option to extend an additional 2 years or until the purpose of the contract is fully realized. While the contract is in effect, the Director of Land Use and Economic Development acting on behalf of the Town of Foxborough may continue to place orders for the awarded items at the original proposal price. The initial contract term may be extended an additional two years upon award, if circumstances warrant such an extension.

PROPOSER QUALIFICATION REQUIREMENTS

16. PERFORMANCE CAPABILITIES

The non-price (technical) proposal, must contain all information pertaining to Marketing and Media Consulting Services. The proposal must address, at a minimum, each of the items set forth in the "Request for Proposals" in order to be considered responsive. The Town of Foxborough may reject any proposal, which does not respond to each item in the "Request for Proposals" as non-responsive.

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The non-price proposal shall be signed, placed in a separate envelope, and sealed. All pages that require signatures must be signed where appropriate and submitted as part of the **non-price proposal**. This envelope is to be clearly marked with the Proposer's name, date of opening and titled per the instructions.

17. MINIMUM QUALIFICATION CRITERIA

Proposers must provide written documentation as evidence that they meet the minimum requirements and that their firm has the requisite background to perform this particular type of work. In addition to addressing each of the items in the Specification, the Proposer must submit, as part of his/her non-price proposal, the following minimum qualification criteria: Initial the appropriate response to each criterion, and include the required documentation in the Non-Price (technical) proposal envelope.

A letter of transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor, stating that the offer is effective for at least thirty (30) calendar days from the deadline for the submission of proposals.

Yes _____ No _____

I hereby state that I understand the minimum evaluation criteria and that I have initialed all of the appropriate sections, and further, that I have submitted the response in accordance with the requirements of the Request for Response.

Signature _____

Printed name: _____

Company _____

Proposers must demonstrate competency in the business of providing the services specified in this RFP by conformance with the following criteria:

- Provision of the services is consistent with normal lines of business.
- In business for a minimum of 3 years.
- Provide list of recent related projects in the last three to five years.
- Receive favorable ratings from references.
- Proposers that do not meet the minimum qualifications will not be considered.
- Include all the forms and documents listed, duly completed and signed.

18. REFERENCES

Proposers must provide the following contact information for a minimum of 3 government customers, of which no less than 3 must have been active within the 36 months prior to this RFP's proposal opening date. Use a separate sheet(s) clearly marked "**REFERENCES**" to provide the following information for each reference.

- Customer Name
- Street
- City, State, Zip
- Contact Person
- Telephone number/email

Poor references may be used as a basis for determining that a PROPOSER is not responsible. The Town of Foxborough can and will act as its own reference.

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19. SUB-CONTRACTORS

The use of subcontracts with specialties in the areas referenced in the RFP must be approved in advance in writing by the Director of Land Use and Economic Development or their designee. If the Proposer intends to perform any or all work related to this contract through subcontract(s), said subcontractor(s) names, business affiliations, and addresses must be attached with the proposal and referenced to the appropriate work to be performed. Proposers agree to be responsible to ensure the legal and contractual compliance of named subcontractor(s). Use of subcontractor (s) not named in the Proposer's proposal is prohibited.

PRODUCT AND PERFORMANCE TERMS

20. TASK REQUIREMENTS

All Task requirements are outlined in the section titled: Scope of Work and Submission Requirements.

21. METHOD OF ACQUISITION

The Town of Foxborough will issue a purchase order for the services in the RFP and this number must be referenced on all Proposer invoices.

22. DELIVERY

All services must be delivered per the Town of Foxborough in accordance to the terms that are agreeable to the Director of Land Use and Economic Development and/or their designee.

23. INVOICING

Selected Proposer must direct all invoices to:

Town of Foxborough
Attn: Director of Land Use and Economic Development
40 South Street
Foxborough, MA 02035

The Town of Foxborough is tax-exempt. Sales taxes and finance charges will not be paid.

Invoices must contain, or be accompanied by, the following information:

- The Town of Foxborough Purchase Order number
- Description per Proposer's proposal
- Monthly statement that provides the detail of the collectables
- Total Amount Payable

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24. PAYMENT

The services procured through this RFP are funded by the Town of Foxborough, through a grant, on an indirect payment basis. The Town of Foxborough will make payment to Proposers upon receipt of funding from the Town Accountant, which normally occurs within 60 days of delivery of a payment request to the Town Accountant. The Town of Foxborough will make all necessary effort to expedite payment cycles. The Town of Foxborough will not be liable for slow payment cycles or payment of late fees or interest as applied by the vendor.

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APPENDIX A – COMPARATIVE CRITERIA

MINIMUM EVALUATION CRITERIA

Proposers must be capable of providing the specified services and providing any support services in a professional manner. Proposers that do not meet the minimum qualifications will not be considered. Proposers need to provide in their plan of services a description of their organization, including full names, addresses and legal status of corporation (including state if incorporated) and name of staff who will participate in the contract and details of their role (s).

- Name of Proposer – Proposers must describe in detail the name and address of the proposer, the names and addresses of all partners (if a partnership), directors (if a corporation), or owner (is a sole proprietorship). Ownership Information – If the Proposer is an individual, partnership, corporation and principals
- Qualifications and Experience – Proposers will have a minimum of three (3) years successful experience in the business of conducting Marketing and Media Relations Consulting Services.
- References - Proposers must provide the following contact information for a minimum of three (3) customers, of which no less than three (3) must have been active within the 36 months prior to this REQUEST FOR PROPOSAL's proposal opening date. The Town may also do independent internet searches on the proposers. Use a separate sheet(s) clearly marked "REFERENCES" to provide the following information for each reference.
 - Customer Name
 - Years as a customer
 - Street
 - City, State, Zip
 - Contact Person
 - Telephone number
- In addition, the proposer must provide the following additional Minimum Criteria documents, duly completed and signed:
 - General Proposal Form (Form A)
 - Statement of Competency – with list of References (Form B)
 - Proposal Price Form (Form C) in a separate sealed envelope
 - A fully executed and signed contract (Form D)
 - W-9

Poor references may be used as a basis for determining that a PROPOSER is not responsible. The Town of Foxborough can and will act as its own reference.

COMPARATIVE EVALUATION CRITERIA

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The Town reserves the right to ask any respondent to provide additional supporting documentation in order to verify the response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or

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Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the Town such evidence as the Town may request to support that fact.

Proposals which meet the Minimum Criteria will be evaluated based on the following comparative criteria:

EXPERIENCE

Highly Advantageous: Proposer has four (4) or more years' experience in providing Marketing and Media Relations Consulting Services to Municipalities.

Advantageous: Proposer has three (3) years' experience in providing Marketing and Media Relations Consulting Services to Municipalities.

Not Advantageous: Proposer has two (2) but less than three (3) years' experience in providing Marketing and Media Relations Consulting Services to Municipalities.

Unacceptable: Proposer has less than one (1) years' experience in providing Marketing and Media Relations Consulting Services to Municipalities.

SIMILAR EXPERTISE IN FACILITATION OF STAKEHOLDER ENGAGEMENT

Highly Advantageous: Proposer has provided more than ten (10) similar examples of stakeholder engagements for municipalities in the last three (3) – five (5) years.

Advantageous: Proposer has provided more than five (5) but less than ten (10) similar examples of stakeholder engagements for municipalities in the last three (3) – five (5) years.

Not Advantageous: Proposer has provided more than (3) but less than (5) similar examples of stakeholder engagements for municipalities in the last three (3) – five (5) years.

Unacceptable: Proposer has completed less than (3) similar t similar examples of stakeholder engagements for municipalities in the last three (3) – five (5) years.

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STAFF

Highly Advantageous: Proposer assigns a principal Proposer to the project who has participated in at least ten (10) engagements for Marketing and Media Relations Consulting Services to Municipalities.

Advantageous: Proposer assigns a principal Proposer to the project who has participated in at least five (5), but less than ten (10) engagements for Marketing and Media Relations Consulting Services to Municipalities.

Not Advantageous: Proposer assigns a principal Proposer to the project who has participated in less than five (5) but more than three (3) engagements for Marketing and Media Relations Consulting Services to Municipalities.

Unacceptable: Proposer assigns a principal Proposer to the project who has participated in less than three (3) engagements for Marketing and Media Relations Consulting Services to Municipalities.

PLAN OF SERVICES

Highly Advantageous: Proposer has a well-defined and developed Plan of Services in response to this Request for Proposals and demonstrates a clear understandable implementation strategy.

Advantageous: Proposer has a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate but not exceptional implementation strategy.

Not Advantageous: Proposer has a weakly defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy.

Unacceptable: Proposer has inadequately defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy and a non-balanced panel.

REFERENCES

Highly Advantageous: Proposer provides five (5) or more references who give the Proposer an overall rating of “highly advantageous.”

Advantageous: Proposer provides more than three (3), but less than five (5) references whom give the Proposer an overall rating of “advantageous.”

Not Advantageous: Proposer provides references and one (1) of whom rates the Proposer as “not advantageous.”

Unacceptable: Proposer provides references and two (2) of whom rates the Proposer as “not advantageous.”

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INTERVIEW *(if the Town determines this is necessary)*

Highly Advantageous: Proposer receives an overall rating of “highly advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills.

Advantageous: Proposer receives an overall rating of “advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills.

Not Advantageous: Proposer receives an overall rating of “not advantageous” from the interview panel based upon materials provided, clarity of presentation and public presentation skills.

Unacceptable: Proposer performed was provided inadequate materials, was unclear in their presentation and did not present well.

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Form A - General Proposal Form

The accompanying **Statement of Competency** and **Proposal Price Form** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This proposal applies to the category(s) of goods and/or services marked with an "X" below.

☐ **Marketing and Media Relations Consulting Services**

Proposer			
Name: _____			
Street: _____			
City: _____	State :	_____	Zip: _____
Phone: _____	e-mail:	_____	
Web Address: _____			

Non-Collusion Statement

The undersigned certifies under penalties of perjury that this 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.

Taxes Paid Certification

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

For the Proposer:

X _____

Name: _____

Title: _____

Date: _____

**Attach certificate of corporate vote
(if required)**

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Form B - Statement of Competency

I hereby certify that the Proposer meets or exceeds the competency criteria set out in this RFP.

I hereby certify that the Proposer meets or exceeds the competency criteria set out in this REQUEST FOR PROPOSAL.

I further attest to the following assertions:

1. Proposer is a professional in providing of Marketing and Media Relations Consulting Services
2. The Proposer has been in business for a minimum of 3 years.
3. Provision of the items specified in this REQUEST FOR PROPOSAL is consistent with the Proposer's normal lines of business.
4. The Proposer is incorporated, and if required licensed, to do business in Massachusetts.
5. The Proposer will receive favorable ratings from the following references. Please provide a direct contact person who is available by telephone. Your references must include all the information listed on the chart. Failure to reach your references may affect your overall rating.

REFERENCE:

NAME OF FIRM	CONTACT PERSON AT FIRM	ADDRESS	TELEPHONE NUMBER/EMAIL	DESCRIPTION AND LOCATION OF SIMILAR PROJECT

For the Proposer:

X_____

Printed Name:_____

Title:_____

Date:_____

REQUEST FOR PROPOSALS

MARKETING AND MEDIA RELATIONS CONSULTING SERVICES

Form C - Proposal Price Form *THIS MUST BE PLACED IN A SEPARATE SEALED ENVELOPE LABELED "PRICE PROPOSAL- MARKETING AND MEDIA RELATIONS CONSULTING SERVICES"

☐ Marketing and Media Relations Consulting Services

These rates must include all travel and other related expenses, so that there are not additional expenses to the Town of Foxborough above and beyond the amounts indicated in the proposal.

The contractor designates _____ to act as the contract manager. He/She or any successor to this role designated in writing, will act to ensure the contract provisions and scope of services are being adhered to and will work with the Town to facilitate the performance of the contract.

TASK	AMOUNT
Strategic Planning & Account Management	
Content Management/Communications	
Media Relations	
Direct and Oversee Asset Development for the Region	
Develop Revenue Generation ideas	
Expand Measurement Tools to Measure Success of the Program	
Total Amount	\$

Total Amount Written:

Proposer: _____

Printed Name:

Initials: _____

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FORM D - CONTRACT

CONTRACTUAL AGREEMENT TO PURCHASE

Original Terms of Contract: _____ to _____

☐ **Marketing and Media Relations Consulting Services**

ARTICLE 1

CONTRACTING PARTIES

1. **THIS AGREEMENT** made effective by dated signature of the Parties hereto, by and between the

Town of Foxborough, and

_____, * **[Proposer]**,
whose principal office address and state of incorporation are set forth in Section 9 – W9, _____

ARTICLE 2

SUBJECT OF AGREEMENT

2. **WHEREAS**, The Town of Foxborough desires to retain the Proposer to provide goods and/or services to the Town, and the Proposer is willing to accept such engagement, pursuant to the terms and conditions of this Agreement, including any Additional and Special Terms and Conditions and the following Request for Proposals **[RFP]**:

RFP#: Marketing and Media Relations Consulting Services

3. **NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE PROPOSER

3.1 The Town of Foxborough hereby engages the Proposer, and the Proposer hereby accepts the engagement, to provide goods to and/or perform certain services for the Town, as described in Article 2.

3.2 In the performance of service under this Agreement, the Proposer acts at all times as an independent Proposer. There is no relationship of employment or agency between the Town, on the one hand, and the Proposer on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or

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functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent Proposer relationship.

ARTICLE 4

SERVICES OF THE PROPOSER

4.1 The Proposer will provide the goods and/or services as described in the RFP cited in Section 1 [the Work].

4.2 The Proposer shall report, and be responsible, to the Town or its designee as set forth on Exhibit B.

4.3 There shall be no modification to the list of goods, including substitutions of specific products offered in the Proposer's proposal, or amendment of the scope of services provided for in this Agreement, without the prior written approval of the Town. The Town of Foxborough shall be under no obligation to pay for any goods or services not so authorized.

4.4 The Proposer represents and warrants to the Town of Foxborough as follows:

4.4.1 That it and all its personnel (whether employees, agents or independent Proposers) are qualified and duly licensed as required by law and/or local municipal code to provide the goods and/or services required by this Agreement.

4.4.2 That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.

4.4.3 That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.

4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

4.4.5 That it does not now, and will not during the term of this Agreement, conduct business with parties located in or supported by countries identified by the U.S. government as funding, harboring, supporting, promoting or otherwise facilitating terrorist organizations or activities, nor will it provide goods or services produced under such circumstances.

ARTICLE 5

TERM

5.1 The term of this Agreement shall commence on the date of its execution by both parties and continue until its purpose is accomplished and acknowledged by formal acceptance and acknowledgment of the Proposer's performance by the Town of Foxborough, or until otherwise terminated as provided by this Agreement or the RFP.

5.2 The Proposer agrees to proceed with the Work promptly upon execution of this Agreement and to diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. The Proposer acknowledges that time is of the essence as it

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relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE PROPOSER

6.1 Compensation due the Proposer shall be paid as specified in section 24.

ARTICLE 7

TERMINATION

7.1 Either the Town of Foxborough or the Proposer may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

7.2 The Town of Foxborough shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.

7.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:

7.3.1 The Town shall remain liable for payments for the services and/or expenses of Proposer accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Town as a result of the Proposer's default, if any), as determined by the Town, but for no other amounts including, without limitation, claims for lost profits on work not performed.

7.3.2 The Proposer shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

8.1 The Proposer agrees to indemnify and save The Town of Foxborough harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Proposer (including all its employees or agents) in performing the **WORK**, or any breach of the terms of this Agreement, which constitute an obligation of the Proposer. The Proposer shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of the Town expressed or not expressed in the **RFP** and with respect to this Agreement.

8.2 Before commencing **WORK**, the Proposer shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the **RFP** and provide written documentation of such in the form specified in the **RFP**.

8.3 The Proposer shall give the Town of Foxborough 20 days (twenty) written notice and

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copies of documentation in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Proposer (whether completed or in process) shall become the property of the Town of Foxborough. The Proposer shall immediately deliver or otherwise make available all such material to the Town.

9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the town of Foxborough relating to this Agreement, its operation, or termination, shall be made only by the Town or its designated representative identified in **Exhibit B**.

9.4 This Agreement, together with its **Exhibits**, the **RFP** referenced above and its **Addenda**, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Town of Foxborough and the Proposer with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, e-mail, fax or courier to the persons designated in **Exhibit B**.

9.5 In the event any terms and conditions of this Agreement conflict with those contained in the **RFP** and its **Addenda**, the **RFP** and its **Addenda** shall prevail.

9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith.

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Initial Contract Duration : _____ **to**

ARTICLE 10

SIGNATURES

10.1 For the Town of Foxborough:

X _____
Signature

Name

Title

Date

Phone

Fax

e-mail

10.2 For the Proposer:

X _____
* Signature

* Title

* Name

* Date

* Company Name

* Street/P.O. Box

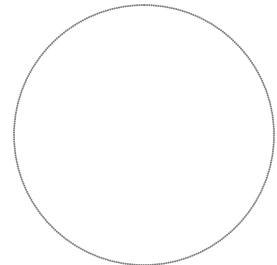
* City, State, ZIP

* Phone

* Fax

* e-mail

* Affix Corporate Seal ⇨
(or mark "n/a")



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EXHIBIT A

List of Procured Items

The following list contains all items procured through and subject to this contract.

Item #	Description
	(Form C) (SEPARATE SEALED ENVELOPE)

Initialed For:

Town of Foxborough: _____

* Proposer: _____

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EXHIBIT B

NOTICE ADDRESSEES

A.1 For Town of Foxborough:

Name

Town Manager

Title

40 South Street

Street Address

Foxborough, MA 02035

City, State, ZIP

Phone

Fax

e-mail

A.2 For the Proposer:

* Name

* Title

* Street Address

* City, State, ZIP

* Phone

* Fax

* e-mail

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EXHIBIT C

ADDITIONAL AND SPECIAL TERMS AND CONDITIONS

The Town of Foxborough and the Proposer agree that the following additional and special conditions apply to and shall be held in full force and effect during the term of this contract:

1. This is awarded to only one Proposer for services listed in the RFP and accepted terms from the proposer's submission for a minimum of 1 year with the option to extend for an additional 2 years per the proposed specifications and pricing as to form at the discretion on the Town.

Initialed For:

Town of Foxborough: _____

* Proposer: _____

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EXHIBIT D

ATTACHMENTS

- 1.0 Request for Proposals # _____**
- 2.0 Other Proposal Documents:**
- **General Proposal Form**
 - **Statement of Competency**
 - **Proposal Price Form**
- 3.0 Other Documents:**
- **Insurance Certificate including workers compensation** (to be provided for contract execution)
 - **W9** _____
 - **Any forms that were requested in RFP** _____
 - _____
 - _____