



February 20,

2019

Request for Proposals (RFP) for Foothills
Festival Merchandise/ Marketing Partner

Proposals due March 18,

2019 11:00 AM Central Time

To

The City of Jasper
Purchasing Department
400 19th St W
Jasper, AL 35501

Phone: (205) 221-2100

SCOPE:

The City of Jasper, Alabama is seeking to develop an exclusive partnership with a merchandise distributor to provide an event logo on merchandise (i.e. banners, t-shirts, hats, etc) for the City of Jasper Foothills Festival a two day event. The selected vendor will serve as a Marketing/Merchandise Partner. The “Event Logo” and all graphic design will be provided by selected partner. Selected Partner must have ability to design, share and develop event logo, and all marketing need for other vendors. The partnership agreement would include providing the official Merchandise/ Marketing Partner with territory exclusivity, category exclusivity and exclusive vending locations to all Foothills Festival vendors, all talent and city involvement, and advertising rights inside the Foothills footprint and outside of business establishments to include sidewalks and building facades. In addition the selected vendor will have a space provided on the Jasper Square and will be the exclusive vendor for printed official logo items of any kind. The proposal submitted and the contract, if awarded shall be in complete accordance with, without limitation, this request for proposal, the City of Jasper specifications, all applicable codes and requirements.

Sealed proposals will be received at the office of the Purchasing Agent, 400 19th Street West, Jasper, Alabama 35501 no later than 11:00 AM local time on **March 18, 2019**. Proposals received after this time and date will not be accepted and/or considered. Please submit one (1) original, four (4) copies and one (1) digital copy, in either MS Word or PDF format. Please enclose within a sealed envelope with the following, “Sealed RFP – MARKETING PARTNERSHIP FOOHILLS FESTIVAL – **March 18, 2019**” with the respondent’s name and address. The bidder may visit (by appointment only) all Facilities to assess marketing material placement, and other requirements based on facility structure, available space, etc. Contact the Purchasing Agent, Derleda Abrom at (205) 221-2100 to schedule an appointment.

The City of Jasper at its sole discretion reserves the right to waive technicalities or irregularities, to reject any and all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this proposal, if made, shall be made to the responsible Offeror whose proposal is determined in writing to be the more advantageous to the City of Jasper, taking into consideration price and the evaluation factors set forth in the request for proposals. All proposals can be held for a period of sixty days after bid opening before awarding the contract.

The contract period shall be for a three (3) year period from the date of award through September 30, **2022**. Written notice of intent to renew shall not be required. The City may terminate this contract at any time without cause, in whole or in part, upon giving the vendor a thirty (30) day written notice. Upon such cancellation, the Vendor shall cease services. The Vendor may not cancel the award during the first year of the contract period. After the first year, the Vendor may upon sixty (60) day written notice to the City, cancel the contract.

The City of Jasper will grant exclusive rights to provide and derive revenue from “Foothills Festival Marketing Merchandise” either through wholesale distribution to a third party contract vendors operating within the Foothills Festival footprint. Provide a pricing of merchandise for Foothills Vendors for approval that will operate within the Foothills footprint. During the term of this agreement no other merchandise vendor as defined in this agreement shall be advertised at the facilities owned and/or operated by the Foothills Festival committee than the Vendor’s. For the exclusive rights listed above the successful vendor agrees to the following minimum at no cost to the City for three consecutive Foothills Festivals:

- Provided to the City of Jasper Foothills Festival the following minimum at t to the City:
 - Minimum 10 – 3x8 Marketing Banner of High Quality Vinyl or mesh
 - Minimum 100—Chloroplast yard signs
 - 2 Larger Street Banners (size TBD) if high quality vinyl or mesh
 - 1 Minimum 12’x20’ Banner for hospitality

- **Minimum 300 T-shirts (quality brand)**
- **Minimum 300 Hats (quality brand)**
- **Any other suggested items for partner distribution**
- **Minimum 375 passes designed and printed**

In conjunction with the exclusive Merchandise/Marketing Partnership agreement the selected Partner will provide an intellectual arrangement (design logo variations for use by other vendors/partners). Partner will design and production of online graphics to be used on social media and City's Webpage. In addition the Marketing Partner will design and production of graphics to be shared with CABLE, RADIO and TV promotions. The selected Partner will also provide direction, advice and consulting related to all graphic marketing for the event.

In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or enforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

If either the Vendor or the City of Jasper fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, the other party may terminate this Agreement; provided, however, such termination for cause must be for a material breach of this Agreement and the terminating party must have given the other party written notice of the breach and the other party failed to remedy or cure the breach within thirty (30) days of such notice. If this Agreement is terminated for any reason the City of Jasper agrees to return to The Vendor a pro rata portion of the guaranteed dollar amount made to the City of Jasper. In the event that the selected Vendor decides to terminate agreement there will be a fee payable to the City of Jasper of \$2,000. Further, any such breach by the City of Jasper shall be deemed as authorization to the Vendor to allow it immediate access to the City of Jasper facilities to take possession of each and every piece of the Vendor's equipment without any claim of trespass.

Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

It is mutually understood and agreed and it is the intent of the Vendor and the City of Jasper that an independent contractor relationship be established and is hereby established under these terms and conditions of this Agreement; that the employees of the City of Jasper are not, nor shall they be deemed to be employees of the Vendor; and, that employees of the Vendor are not nor shall they be deemed to be employees of the City of Jasper.

Either party hereto without the express written consent of the other may not assign this Agreement. This Agreement fully expresses the entire understanding of the Vendor and the City of Jasper. Any and all prior understandings are hereby cancelled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both the Vendor and The City of Jasper by legally authorized officials thereof.

The City of Jasper and the Vendor agree that disputes relative to the services performed should first be addressed by good faith negotiations between the parties directly involved. If said negotiations fail to resolve the dispute, the Purchasing Agent as contract administrator will seek to resolve the situation. If this fails to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such action as it deems necessary to protect its interest; provided however, that notwithstanding any such dispute the Vendor shall proceed with the services as per the Agreement as if no dispute existed, and provided. If the Vendor refuses to continue to honor this section, the City of Jasper reserves the right to purchase product from whatever source it deems necessary.

The Vendor agrees to permit periodic audits of its financial records related to the performance of this contract by the City of Jasper or its appointed Agent. The City of Jasper agrees to discuss with the Vendor the possible participation in special joint fundraising activities.

The Vendor shall exercise precaution at all times for protection of all persons, including employees and property. The Vendor shall comply with all applicable laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected. The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage, or failure to stop, will not shift responsibility for damages from the Vendor to the City of Jasper.

INSURANCE BASIC COVERAGES REQUIRED

The Vendor shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Jasper. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Vendor's interest or liabilities, but merely minimums.

Except for worker's compensation and professional liability, the Vendor's insurance policies shall be endorsed to the name CITY OF JASPER as an additional insured to extent of the City's interest arising from this agreement, contract or lease.

- Commercial General Liability - \$ 1,000,000.00 each occurrence
- Business Automobile Liability - \$ 1,000,000 each occurrence
- Worker's Compensation – As required by the State of Alabama
- Umbrella Liability - \$1,000,000.00 each occurrence

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the City at least fifteen (15) days prior to coverage renewals

PROPOSAL SUBMITTIAL

The Offeror is requested to submit one (1) original, four (4) copies and one (1) digital copy, in either MS Word or PDF format. Include all information requested and any other information thought to be relevant to completely address the Request for Proposals requirements. Should the Offeror fail to address all requirements of the Request, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.

The following information as a minimum shall be included in the proposal package to be considered responsive to the Request for Proposal:

1. The Request for Proposals document with any addenda acknowledgements filled out and signed as required. The person that signs the Request for Proposal shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this Request.
2. General description of the firm and qualifications with three (3) references, preferably municipal governments.
3. Provide an itemized list including all brand names, packaging options, etc.
4. Marketing Fee and other monetary consideration offered to City.
5. Rebates or incentives

6. Payment schedule and terms (include payments by the Vendor to the City for commissions, rebates, or incentives)
7. Specific experience with similar projects
8. Product delivery terms

All proposals submitted under this Request shall be the property of the City of Jasper and will not be returned.

EVALUTION CRITERIA

Each proposal will be evaluated for full compliance with the Request for Proposals instructions to the Offeror and the mandatory terms and conditions set forth in Request. The objective of the evaluation will be to recommend the Vendor who is the most responsive to the herein described needs of the City. The proposal will be evaluated using a weighted process on the following criteria:

1. Qualifications of Vendors including references	20 %
2. Marketing Right Fee, commission rate and Rebate terms (anticipated revenues to City)	25 %
3. Product pricing and delivery terms	15 %
4. Materials supplied i.e. banners, t-shirts, hats, etc	30 %
5. Miscellaneous items supplied (additions)	10 %
	100 %

Award will be made to the responsible Offeror whose proposal is determined in writing to be the more advantageous to the City, taking in consideration price and the evaluation factors stated above. The contract file shall contain the basis on which the award is made. The award of a contract shall be at the sole discretion of the City. The evaluation will be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any and all proposals in whole or in part and to waive any informality in the Request for Proposals. Further the City reserves the right to enter into a contract deemed to be in its best interest.

CONTACT INFORMATION

Any questions please contact:
Derleda Abrom, Purchasing Agent
E-mail: dabrom@jaspercitey.com
Phone: (205) 221-2100

BID SHEET

Minimum 10 – 3x8 Marketing Banner of High Quality Vinyl or mesh	\$ _____
Minimum 100—Chloroplast yard signs	\$ _____
2 Larger Street Banners (size TBD) if high quality vinyl or mesh	\$ _____
1 Minimum 12’x20’ Banner for hospitality	\$ _____
Minimum 300 T-shirts (quality brand)	\$ _____
Minimum 300 Hats (quality brand)	\$ _____
Any other suggested items for partner distribution (intellectual arrangement)	\$ _____
Minimum 375 passes designed and printed	\$ _____

Total Cost \$ _____

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

Telephone: _____

Cell phone: _____

Fax Number: _____

E-Mail Address: _____