



REQUEST FOR PROPOSAL

CONSULTANT TO CREATE AND IMPLEMENT A DOWNTOWN MARKETING CAMPAIGN

PROPOSAL NO. 918-0319-09F

Proposal Due Date: Wednesday, April 22, 2009, 2:00 p.m.

CITY OF ANTIOCH
REQUEST FOR PROPOSAL
Proposal No. 918-0319-09F
Close Date Wednesday, April 22, 2009, 2:00 p.m.

To: *Downtown Marketing Program Applicants*

The City of Antioch invites your firm to submit a proposal for creation and implementation of a marketing program to promote the Rivertown Business District of Downtown Antioch. This letter comprises the formal Request for Proposal (RFP) for this project. Responses to the RFP should be submitted in accordance with the instructions stated herein.

Proposals and all inquiries related to this RFP should be directed to:

Sent via mail (sealed) to:	OR	Deliver via Courier (sealed) to:
City of Antioch/Purchasing Division		City of Antioch/Purchasing Division
Debra Joseph, Buyer II		Debra Joseph, Buyer II
Proposal No. 918-0319-09F		Proposal No. 918-0319-09F
P.O. Box 5007		1307 West Fourth Street
Antioch, CA 94531-5007		Antioch, CA 94509

Specific questions regarding content, current practices, or scope should be directed to Brian Nunnally, Economic Development Analyst, (925) 779-6168, or Debra Joseph, Buyer II, (925) 779-6995. All proposals must be submitted via hard copy. **Fax copies will not be accepted. Any verbal changes MUST be documented in writing. Any submittal without a written change performed by the Purchasing Division will not be considered and may make the bid void.**

Description of Project

Like downtowns in many other cities across the nation, business owners in downtown Antioch (known as the Rivertown Business District) are struggling to remain open, and property owners who have vacant space are having difficulty filling that space. Accordingly, the goal of this project is to create and implement a marketing program that works on two fronts: 1) Promotion of existing businesses and 2) New business attraction.

The City is soliciting for a company to plan and implement a year-long marketing program at a total cost not to exceed \$120,000. Due to the current state of the economy, the Economic Development Department is seeking a consultant that will be able to implement the marketing campaign efficiently and effectively as the chief priority is stemming the tide of business closures. The consultant will determine appropriate message and media, design ads for selected media, and recommend placement in any of the following media, up to and including: television, websites, magazines, newspapers, radio stations, etc. The Economic Development Commission and City Staff will determine which respondent best meets the objectives of the marketing campaign, while funding and implementation of the program will ultimately be approved by the City Council acting in its capacity as the Agency Board. This contract will be effective for one year, with the option to extend this contract for one additional year, upon agreement by both parties.

Time and Subcontracting Requirements

1. The consultant shall devote reasonable and necessary time to the performance of these functions to ensure accuracy, time-lines, and a quality product under the general direction of the Economic Development Department or the City Manager's Office.
2. The consultant shall not subcontract, sublet, or assign its duties and/or responsibilities, rights, title, or interest due or to become due under this contract, unless there is prior authorization and approval by the City of Antioch.

Contents of Proposal

3. Transmittal Letter
4. Table of Contents
5. Overview and Summary
6. Detailed Work Scope
7. A description of the history, qualifications, experience and structure of the firm.
8. A description of similar services provided to clients like the City (public agency). **Examples of other City, organizational, or business marketing materials should be included.**
9. An identification of key personnel to be assigned to this account and their qualifications and experience, including identification of the principal Account Executive.
10. Proposed cost allocation, including your firm's employee time, service, supplies and costs of ad placement.
11. A list of client references for which your firm has completed similar marketing campaigns.
12. The firm's most recent audited financial statement to determine stability.

Evaluation Criteria

13. Qualifications and experience of firm in providing the kinds of services required under this RFP;
14. Qualifications, experience, and availability of key personnel;
15. Proposed cost allocation;
16. Size, structure, and location of firm.

Schedule of Operations

17. Once the Economic Development and Purchasing Departments have awarded the contract, the Economic Development Department and winning consultant will discuss and agree upon a timeline and deadline (“expiration date”) for implementation of the marketing campaign. Once the Economic Development Department and winning bidder have established the expiration date, if the winning bidder does not meet the deadline as set forth upon mutual agreement by both parties, the winning consultant may be declared in default and subject to the daily liquidated damage rate identified in “Time of Completion and Liquidated Damages”.
18. The consultant must make requests in writing to the Economic Development Department for time and progress extensions.

Time of Completion and Liquidated Damages

19. The consultant shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the final agreement.
20. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in the “Schedule of Operations”, damage will be sustained by the City of Antioch, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the consultant will pay the City the sum of one-hundred dollars (\$100) per day for each and every day's delay beyond the time prescribed to complete the work; and the consultant agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the consultant under the contract.
21. It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified by a quarterly production schedule, the Economic Development Department or City Manager’s Office shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City.
22. The consultant will not be assessed with liquidated damages during the delay in the completion of the work caused by act of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the consultant shall within five (5) days from the beginning of any such delay notify the Economic Development Department in writing of the causes of delay. The Economic Development Department shall ascertain the facts and the extent of delay, and its findings thereon shall be final and conclusive.

23. It is hereby agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications and the Economic Development Department extends the time for completion as provided for above, the number of days by which the time for completion is extended being herein referred to as the "delay", then such portion, if any, of the delay as shall be the responsibility of the City, if the delay that is the responsibility of the City is unreasonable under the circumstances and not within the contemplation of the parties to the contract, may result in the consultant sustaining damage. It is further agreed by the parties that in such case, it is and will be impracticable to determine the actual damage that the consultant will sustain.

Termination for Convenience

24. The City may at any time terminate the Contract by notice in writing to the consultant. On receipt of such notice, the contractor shall immediately discontinue the work but shall do such extra work as is ordered therein to safeguard the work then completed and the materials and equipment then delivered and do such other extra work as may be ordered by the City for the purpose of leaving the work in a useful condition.
25. After the City gives such notice of termination, the City shall estimate all the work done up to the time of the receipt of such notice and the contractor shall be entitled to and shall receive payment therefore in the manner provided in the Contract. On completion, to the satisfaction of the City, of any extra work, the Contract shall be deemed to be at an end and of no further force or effect and the consultant shall have no claim against the City for any reason whatsoever by reason of the termination of the contract.
26. For the purpose of this article, "all of the work done" includes all material ordered for this contract by the consultant prior to the date of receipt of such notice of termination, whether or not they have been delivered to the fabrication site. The amount of payment for all such material under this article shall be their actual necessary cost to the consultant up to the date of receipt of such notice of termination, all the consultant's right, title and interest in and to the materials mentioned in this article shall be vested in the City and the consultant shall upon demand of the City execute and deliver to the City all requisite bills of sale, assignments and other documents of transfer that may be necessary to give effect to the intention of this article.

Payment

27. The successful bidder is warned not to proceed with any production until receipt and acceptance of an executed contract and purchase order has been completed.
28. The City reserves the right to accept or reject any or all bids/proposals. An award, if made, will be on a total basis and will be predicated upon a determination by the City Purchasing Supervisor of what best serves the City of Antioch.

Form of Consulting Services Agreement

- 29. The firm selected by the City to perform the services outlined in this RFP will be required to execute a Consultant Services Agreement with the City. The general form of this agreement is attached as Attachment 1 so that proposers will have an opportunity to review the terms and conditions that will be included in the final contract arrangement. If a bidder desires additions, deletions or modification to the form of agreement, they must be submitted for City consideration with the proposal. With the exception of any such additions, deletions and modifications, the proposer will, by making a proposal, be deemed to have accepted the form of agreement.

Support

- 30. City staff will be available to assist the consultant with all steps of the production. Brian Nunnally, Economic Development Analyst, will be the project coordinator.

Form of Proposal

- 31. One sealed copy of the proposal must be received by the City of Antioch Purchasing Division no later than Wednesday, April 22, 2009, at 2:00 p.m.

All proposals must be submitted to the Purchasing Division on or before Wednesday, April 22, 2009 at 2:00 p.m. All documents must be signed and addressed as follows:

Sent via mail (sealed) to:	OR	Deliver via Courier (sealed) to:
City of Antioch/Purchasing Division		City of Antioch/Purchasing Division
Debra Joseph, Buyer II		Debra Joseph, Buyer II
Proposal No. 918-0319-09F		Proposal No. 918-0319-09F
P.O. Box 5007		1307 West Fourth Street
Antioch, CA 94531-5007		Antioch, CA 94509

Proposals will be opened at 2:00 p.m. in the Purchasing Division, 1307 West Fourth Street, by the Purchasing staff.

Directions to Purchasing: From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. Purchasing is located at 1307 West Fourth Street (Fourth and ‘N’ Streets). Enter from ‘N’ Street. The office is located in the mobile trailer next to the Stores Warehouse. (Auto Center Drive was changed from Somersville Road.)

LATE PROPOSALS WILL NOT BE ACCEPTED – NO EXCEPTIONS

Selection

The final selection will be on the basis of understanding the project, technical approach, allocation of resources, experience of the project team, and professional background expertise in the area of marketing.

The City reserves the right to award the bid to the vendor who demonstrates the qualities most representative of the City's set requirements. Any exceptions to the proposal, written or implied, shall be for the judgment of the City. All proposers will be contacted in regard to the final award. All proposals will remain open for inspection in the City offices for 30 days following the opening. Please contact the Purchasing Supervisor if you have any questions.

All questions pertaining to this proposal shall be directed to Debra Joseph, Buyer II, at (925) 779-6995, or Brian Nunnally, Economic Development Analyst, at (925) 779-6168.

EQUAL OPPORTUNITIES IN EMPLOYMENT

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

APPEALS AND REMEDIES

Any actual or prospective bidder, offeror, or contractor that has a grievance in connection with any City solicitation or award of contract may protest to the department soliciting the subject bid request, the City Manager or City Council. Protestors are urged to seek resolution of their complaints initially with the using department. All protests shall be submitted in writing. The protest shall be submitted within five (5) working days after protestor knows or should have known of the facts supporting protest, but not later than the award of bid.

In the event of such protest, the using department involved shall not proceed with the solicitation or award of contract until a determination is made to settle the dispute. All disputes shall be settled in the best interest of the City. This determination may be granted by using department, City Manager, or City Council. If protestor is in agreement with decision made at any staff level below City Council, the solicitation or award of contract process shall be continued, according to the recommendation from staff. If required, the City Council will act as the final authority of all such decisions. After such decision, it shall direct the final course of action.

(1) Notice to Contractor/Protestor of Decision. All decisions shall be promptly issued in writing and furnished immediately by certified mail to the contractor/protestor. The decision shall state the reasons for such action and shall inform the contractor of its appeal rights of the Municipal Code.

(2) Final Decision/Contractor's Right to Appeal. Using department's decisions shall be final and conclusive, unless within five (5) working days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Council or commences an action in a court of law.