

**RFP Number  
05-11  
A Request for Proposal for the  
County of Spartanburg, South Carolina**

**Sealed Proposals** must be delivered to the Office of Purchasing, address below, or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. **All sealed Proposals must be received by 2:00pm, EST, August 31, 2010** and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**SPARTANBURG CVB MARKETING PROGRAM**

Description of project: **FY2011 Tourism Marketing Plan for Spartanburg County**

**Non Mandatory Pre-Proposal conference will be held:  
Wednesday, August 18, 2010 at 10:00am  
at the Spartanburg Area Chamber of Commerce  
105 N. Pine St.  
Spartanburg SC 29302**

- Submit:** One (1) unbound original and four (4) unbound copies of the Proposal, no tabs, must be **received on or before 2:00pm, EST, August 31, 2010.**
- Address To:** Spartanburg County Government  
Office of Purchasing  
Room 1220  
Attention: Mike Emory, Director of Purchasing
- Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304
- Office Address:** 366 North Church Street  
Room1220  
Spartanburg, South Carolina 29303
- Mark Envelope:** Outside of sealed Proposal envelope must be marked:  
**RFP # 05-11 "SPARTANBURG CVB MARKETING PROGRAM"**  
followed by firm name and address.

**RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

**Deadline Enforced**

**Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.**

**INSTRUCTIONS TO PROPOSERS**

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal, and costs of transportation to the required destination.

**CONDITIONS**

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices proposed must be based upon payment in thirty days.
6. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
7. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

**PROPOSAL FOR RFP # 05-11 SPARTANBURG CVB MARKETING PROGRAM**

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals, and of the following Addenda (receipt of which is hereby acknowledged):

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LUMP SUM PROPOSAL PRICE: \$** \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees to furnish all items for base Proposal and all Proposal voluntary adds, at the prices as set forth above.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Email: \_\_\_\_\_

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

### **Introduction**

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all Proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Proposals submitted; and to award the contract based on the established criteria and according to the Proposal which best serves the interests of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by County staff persons, which may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addendum to the Proposal document. Any revisions to this RFP will be issued and distributed as an addendum.

Offerors who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Director.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

### **General Terms and Conditions**

***Purchasing Regulations:*** This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

***Applicable Laws and Compliance:*** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

***Public Record:*** Upon award, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

***Debarment Status:*** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

***Payment Terms and Invoices:*** Prices proposed must be based upon payment in thirty days. after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Amy Phillips (aphillips@visitspartanburg.com).

***Proposer Qualification:*** The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

***Assignment of Contract:*** A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg County Government.

***Changes to the Contract:*** By written notice to the Proposer, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The Proposer

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

**Entire Contract:** The entire contract entered into by the Spartanburg County Government and the Proposer shall consist of this Request for Proposal, any addendum issues, and the Proposal submitted by the Proposer. Collectively these materials shall comprise the Contract Documents.

**Default:** In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

**Termination of Contract:** The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines, in its sole discretion, that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

**Indemnification:** The selected Proposer covenants to save, defend, keep harmless, and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

***Independent Consultant:*** The selected Proposer shall be legally considered an independent consultant and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

***Audit:*** The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

***Fraud Policy:*** Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

***Additional Information:*** Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may deemed necessary or desirable.

***Proposer Obligation:*** In submitting a Proposal, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

***Availability of Funds:*** By signing this Proposal, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

***Notice of State Sales and any Use Tax:*** Failure to include all service costs, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal, will result in the disqualification of the Proposer.

<p><b>The Spartanburg County Council reserves the right to accept or reject any or all Proposals, parts thereof, and to waive any technicality when the best interest of the County shall be served.</b></p>
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# Spartanburg County

## State of South Carolina Sales and Use Tax Acknowledgement Form

<b>RFP No:</b>
<b>Proposal Name:</b>
<b>Proposer Information:</b>
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____
State of South Carolina Sales Tax ID number: _____
Federal Tax ID number: _____

The signature below acknowledges that Proposer is aware of and has been notified that Proposal will not be accepted if Proposer does not turn in this form. In addition, proposer is aware that Spartanburg County is not a State of South Carolina sales and use tax exempt County and the Proposal shall be a lump sum which shall include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal.

If the Proposer does not provide the State of South Carolina Sales Tax ID number, Proposer will have to provide an itemized breakdown of the Proposal lump sum with any adds. This breakdown will show labor, materials, South Carolina sales and use taxes on materials, and must be attached with this form.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date Signed

**Spartanburg County**  
Proposer's Fraud Acknowledgement Form

<b>RFP No:</b>
<b>Proposal Name:</b>
<b>Proposer Information:</b>
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

**RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

**STATE OF SOUTH CAROLINA**

**COUNTY OF SPARTANBURG**

**LOSS PREVENTION  
ELIGIBILITY REQUIREMENTS**

**WHEREAS**, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

**WHEREAS**, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

**WHEREAS**, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

**NOW THEREFORE**, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

**RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

**INDEPENDENT CONTRACTOR/ PROPOSER**

By: *X*

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

**INSTRUCTIONS:** County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

### **Scope of Work/Services:**

The awarded Proposer shall perform and carry out in professional manner, those services necessary to complete the **SPARTANBURG CVB MARKETING PROGRAM**. The annual budget for this program is estimated to be in the range of \$125,000 - \$300,000, inclusive. The resulting contract will be from date of award through June 30, 2011, with two 1-year options to renew (through June 2013).

The Spartanburg Convention & Visitors Bureau (SCVB) is the official Destination Marketing Organization for Spartanburg, whose mission is to promote and develop the region as a destination for visitors. The SCVB promotes the County to attract travelers who will stay longer and spend more money, thus increasing business activity, jobs and tax revenue. The Spartanburg Convention & Visitors Bureau is a division of the Spartanburg Area Chamber of Commerce, which has made a commitment to grow the visitor economy.

The SCVB is requesting services to enhance its marketing initiatives and implement key components of the Tourism Action Plan that was conducted for the County. The awarded Proposer is expected to deploy the County's new brand identity, "REVOLUTIONARY." Specific areas of focus should include Agri-tourism, Arts & Culture, History & Heritage, Manufacturing, and Recreation.

The SCVB receives funding from the County and many municipalities, so the Proposer will develop and recommend a comprehensive, integrated plan to market all of Spartanburg County as a tourism destination, that at a minimum shall include:

#### **1. WEB/ONLINE MARKETING/SOCIAL MEDIA**

- [www.VisitSpartanburg.com](http://www.VisitSpartanburg.com) web site content and navigation must be consistently maintained and updated, and new opportunities developed to generate interest to travel to Spartanburg.
- Search Engine Optimization (SEO) -- produce ongoing/updated website optimization for Google and other major search engines.
- Conversion of website to mobile format to ensure all web-enabled phones can access info
- Search Engine Marketing (SEM)—ongoing database development, consistent and fresh email marketing programs
- Provide recommendations/strategies for Facebook, Twitter, SMS texting, blogs and other emerging social media

#### **2. PUBLIC RELATIONS**

- Produce positive news and info; create a buzz for Spartanburg County
- Produce B-roll for use by media, YouTube and other promotion opportunities
- Produce videos for appropriate sections of website
- Produce 3-5 minute video geared to the group market (sports, meetings, conventions, etc)
- Recommend, invite and host press tours for media

#### **3. TRADITIONAL ADVERTISING/MEDIA**

- Recommend and develop creative and media plans for print, broadcast, outdoor (and any other) media that reach target markets and can be tracked for effectiveness/return on investment

#### **4. GROUP SALES**

- Recommend and deliver marketing programs/materials that increase meeting/convention business to the County
- Provide support for hosting FAM Tours for group leaders and meeting planners

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

### **Scope of Work/Services (continued):**

#### **5. CORPORATE IDENTITY**

- Develop templates for letterhead, business cards, banners, booth displays, etc.

The CVB expects firms to provide examples of the work they have performed for other clients. In an effort to evaluate Proposer professionalism and qualifications, provide the following info in a concise format (not to exceed 6 pages total):

- Provide at least three (2) case studies of your experience launching brands
- Demonstrate your ability to produce strategic marketing campaigns
- Provide at least two (2) examples of where you have maximized limited budgets
- Demonstrate your media buying capabilities (both traditional and online)
- Provide at least two (2) samples of creative work in each of the following:
  - Website (provide URL) and mobile site
  - Print ad
  - Broadcast (TV and/or radio)
  - Email campaigns
  - Online/banner ads
  - Other (if necessary)

#### **Award:**

An award shall be made to the Proposer best suited to provide the services detailed in the Scope of Services section of this solicitation. Proposal shall be awarded based on following criteria and any other information deemed relevant by the Spartanburg County Administrator shall be utilized in selecting the Proposer for final award.

#### **1. Proposal Submittal Documents:**

All Proposal submittal documents must be included with the Proposal

#### **2. Cost**

Proposal is to be a lump sum subcontract with all fees included by Proposer. Proposal is to include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal.

Additionally, please provide hourly rates of all staff that are assigned to Spartanburg team, or recommend any alternatives to fees/retainer or hourly rates

#### **3. Experience:**

- Experience with Destination Marketing Organizations' campaigns
- Demonstrated ability to launch brands

#### **4. Bonding of Proposer:**

Proposer shall provide, with the Proposal, a bid bond for 5% of the total Proposal amount with Spartanburg County as the beneficiary.

## **RFP for FY2011 Tourism Marketing Plan for Spartanburg County**

The Proposer shall provide a performance/payment bond in the full amount of the Proposal with Spartanburg County as the beneficiary. This performance/payment bond shall be required after Proposal and issuance of purchase order. Purchase order will be issued contingent on production of performance/payment bond 3 working days after fax receipt of purchase order. A Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

### **5. Exclusion / Addenda / Prior Approval process:**

Any items that need clarification, manufacturer model prior approval, and items that are not possible to be provided are to be emailed to [memory@spartanburgcounty.org](mailto:memory@spartanburgcounty.org) prior to 8:00am August 19, 2010. Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addendum. **Any bids received with exclusions will not be accepted.**

### **6. Registration of Proposer:**

Proposer must be registered to submit a Proposal. If not a registered Proposer (verify by calling Spartanburg County Purchasing at 864-596-2519), register online at [www.spartanburgcounty.org](http://www.spartanburgcounty.org), click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Proposal will not be accepted if Proposer is not a registered Proposer with current South Carolina and Federal tax ID numbers.