

REQUEST FOR PROPOSAL

Creative Design and Media Purchase for Downtown Marketing and Advertising Program

Project:

Vineland Downtown Improvement District Management Corporation (known hereafter as "VDID/Main Street Vineland") is requesting proposals from qualified marketing and/or advertising professionals or firms to provide marketing and advertising consultations and services for marketing downtown Vineland.

Background:

Vineland's designated downtown is located in an Urban Enterprise Zone. The downtown runs from Delsea Drive on the west to Myrtle Street on the east; and from Wood Street on the north to Elmer Street on the south. In total, the downtown area is approximately 1.25 miles long by 3 blocks wide and is home to roughly 220 businesses that include general, specialty and food-related retail; personal business services; professional and government offices; financial institutions; and restaurants and entertainment establishments.

The VDID/Main Street Vineland is a public, quasi-governmental, volunteer-based nonprofit organization governed by a Board of Directors, each of whom is appointed by the Mayor and City Council of the City of Vineland. The VDID/Main Street Vineland is tasked with preserving, protecting and revitalizing downtown Vineland.

To achieve these goals, the VDID/Main Street Vineland employs an approach that focuses on the four aspects that are critical to successful revitalization, and each aspect has a standing committee of volunteers associated with it: Design (the aesthetics of the downtown), Organization (the coordination and mobilization of volunteers to carry out projects), Promotions (the successful planning and execution of special events and advertising campaigns that bring visitors to the downtown), and Economic Restructuring (helping downtown businesses capitalize on the revitalization effort). This RFP is being circulated on behalf of the VDID/Main Street Vineland Marketing Subcommittee of the Promotions Committee.

In recent years, there has been considerable development and growth in the area of the Cumberland Mall, located approximately 5 miles away on the Vineland-Millville border. Additionally, a super Wal-Mart is located less than one mile from the western end of the designated downtown area. The revitalization of the downtown is an ongoing project that is now starting to see the fruits of its labors. The reopening of the Landis Theater at East and Landis Avenues and the creation of the Landis Public Market on the 600 block of Landis Avenue (scheduled to open in late 2010) have created anchors for the downtown. There is now a need create a marketing program to promote the downtown as a food and entertainment destination. The Marketing Subcommittee that was created by VDID/Main Street Vineland along with JGSC Group, a marketing firm that specializes in downtown revitalization, will plan the strategy for marketing the downtown. This RFP is for the implementation of that strategy, by creating artwork and assisting in the purchase of media on behalf of VDID/Main Street Vineland.

Goals of Project:

There are three main goals associated with this project.

Create a visual identity for the downtown:

- Create a unique logo and color palette for Landis Public Market.
- Create logo standards to be followed when using the logo in any and all circumstances.
- Creating collateral materials that will support the logo.
- Consult with architects and VDID/Main Street officials regarding store design and décor.

Recruitment of retailers:

- Create marketing materials including: sales materials, brochures, fliers, postcards and any other collateral necessary for the effective recruitment of retailers.

Attract shoppers to the downtown:

- Produce newspaper ads, billboard designs, website design and direct mail pieces for promoting shopping in the downtown.
- Produce items for Grand Opening events and special promotions.

Vendor will be required to attend VDID/Main Street Vineland Marketing Subcommittee meetings as well as VDID/Main Street festival and promotional meetings that involve the marketing of downtown

Term of Project:

The term of the project is one year. The term begins on the date of execution of a contract.

Qualifications and Mandatory Submissions:

Prospective vendors may be any qualified, professional, tax-compliant marketing, advertising or design firm, firms or individuals. Individual respondents must provide resumes with proposals, and firms must provide information on their organization.

Respondent's submission must include the following core components in order to be considered responsive to this solicitation:

- The respondent's general background and experience with Main Street or Special Improvement District organizations, nonprofit and governmental organizations or related entities
- The depth of professional qualifications of the respondent or, in the case of a firm, the professional qualifications of the principals and staff
- A current client list
- Name and qualifications of individuals who will be responsible for working directly with the VDID/Main Street Vineland Marketing Subcommittee
- Detailed fee structure

Payment for Services:

The successful vendor shall, to the extent possible, invoice the VDID/Main Street Vineland in equal installments, beginning after the first month of service rendered. Invoices received on or before the 1st Wednesday of each month will be considered for payment by the VDID/Main Street Vineland Board of Directors on the 3rd Wednesday of that same month. Invoices received after the 1st Wednesday of the month will be considered for payment on the 3rd Wednesday in the following month. The VDID/Main Street Vineland will not pay for services prior to services being rendered.

The VDID/Main Street Vineland reserves the right to terminate this agreement at any time without cause with a notice of 30 days.

Indemnification & Hold Harmless:

The vendor shall indemnify and hold harmless the VDID/Main Street Vineland and the City of Vineland, their employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities (including the investigation and defense of any claims) arising out of or resulting from the performance of the vendor's work or the completed operations provided that any such claims, damage, loss or expenses is (a) attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from, and (b) is caused in whole or part by an negligent act or omission of the vendor, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including a claim by an employee of the vendor) regardless of whether it is caused in part by a party indemnified hereunder. In any and all claims against the VDID/Main Street Vineland and the City of Vineland, their employees, agents and servants, by an employee of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any contractor/vendor, under Workers' Compensation acts, disability benefits acts or other employees benefits acts.

Compliance with Laws:

In the provision of these services, the vendor shall comply with all applicable laws and shall certify that they are currently in compliance with all applicable requirements for providing these services and for entering into this agreement.

Insurance Requirements:

1. Protection of Persons and Property - Vendor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense. The vendor shall assume all responsibility for loss or damage to vendor's materials, equipment and machinery involved under the contract. The vendor shall assume all responsibility to save the VDID/Main Street Vineland harmless from any loss or damage to all materials, equipment and machinery involved under this contract

2. General Provisions - Vendor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the VDID/Main Street Vineland with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by certificates and/or policies as determined by the VDID/Main Street Vineland. Each certificate or policy shall require that a 30-day notice shall be given to the VDID/Main Street Vineland registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the vendor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the VDID/Main Street Vineland prior to the commencement of the project. All Certificates of Insurance shall state that the VDID/Main Street Vineland and the City of Vineland as additional insureds.

3. Worker's Compensation and Employer's Liability Insurance - Vendor shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

4. General Liability - Vendor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage: Premises; Operations; Use of Independent Contractors and Subcontractors; Products and Completed Operations; Broad Form Contractual and Broad Form Property Endorsement. The insurance required under this section shall protect the vendor and his subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the insured or by anyone directly or indirectly employed

by the vendor, and against any of the hazards which may be encountered in the performance of the contract.

5. Additional Insurance Requirements - All policies and Certificates of Insurance shall be approved by the VDID/Main Street Vineland prior to the inception of any work and shall contain the following: Insurers shall have no right of recovery or subrogation against the VDID/Main Street Vineland and the City of Vineland including agents and agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance. The insurance companies issuing the policy or policies shall have no recourse against the VDID/Main Street Vineland and the City of Vineland including agents and agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

Non-Discrimination Provisions:

Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, age, sex or liability for military service. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, national origin, ancestry, age, liability for military service, or sex. 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Vendor will, in all solicitations or advertisements for employees placed by or on behalf of vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, ancestry, age, sex or liability for military service.

Submission of Proposals:

The deadline for submission of proposals is 5:00 p.m. on Friday, July 2, 2010.

Proposals and any required supplemental materials should be submitted by regular, priority or express mail to the following address:

Mr. Todd Noon, Executive Director
VDID/Main Street Vineland
603 East Landis Avenue
Vineland, NJ 08360

Please submit three copies of your complete proposal.

Questions regarding this RFP shall be prepared in writing and may be directed to same by mail or via email at tnoon@vinelandcity.org. Answers to questions and clarifications from the VDID/Main Street Vineland, which will be sent to all parties having submitted questions, will be binding. Oral and other interpretations will be without legal effect.

Conditions for Submission of Proposal:

All proposals in response to this RFP must meet the following conditions to be considered:

- Proposals must be received by the date and time specified. Late proposals will be disqualified.
- In order to be considered for selection, applicants must submit a complete proposal. Incomplete proposals may not be considered.
- Proposals must include a cover sheet clearly stating the name of the applicant, address and telephone number of the applicant representative (if other than the applicant). In addition, the name and qualifications of individuals who will be responsible for working directly with the VDID/Main Street Vineland and the merchants selected for participation in this program must be included.
- The VDID/Main Street Vineland reserves the right to request additional information from all applicants.
- The VDID/Main Street Vineland reserves the right to reject any and all proposals submitted, and to negotiate portions thereof.

Evaluation of Proposals:

All submissions shall be initially reviewed to determine if they are responsive to the submission requirements. Those not meeting the minimum requirements set forth herein will be deemed nonresponsive and will not be subject to further review.

The responsive submissions shall be evaluated and ranked in accordance with the scoring criteria, based upon the following 30-point system:

- 10 Points – Applicant's professional qualifications, availability and experience of key personnel working on the project
- 10 Points – Understanding of project's scope of work and how well the proposal comports with the stated goals of the project
- 10 Points – Cost of proposal

Conclusion:

Please be advised that this RFP is not intended in any way to bind or obligate the VDID/Main Street Vineland Board of Directors to proceed with the awarding of the job or with the work outlined herein. Further, the VDID/Main Street Vineland may choose implement all, part or none of a selected and awarded proposal.

The funding award for these services and project shall be made at the sole discretion of the VDID/Main Street Vineland Board of Directors. The VDID/Main Street Vineland is under no obligation to select any submitted proposals. The VDID/Main Street Vineland may reject any or all applications. Funding is subject to all necessary approvals by federal, state and local agencies and their representatives.