



City of Nashua

Mayor's Office of Economic Development
229 Main Street – Nashua, NH 03060

April 5, 2011

Request for Proposals

Community Branding Consulting Services
RFP1303-050611

The City of Nashua, in partnership with The Greater Nashua Chamber of Commerce, is seeking proposals from agencies and/or individuals with extensive experience in developing destination brands that capitalize on a community's assets and unique attributes to positively impact all aspects of the local economy. The City seeks to have developed a strategic assessment of Nashua's "brand" and recommendations for funding, developing and conducting a sustainable branding campaign.

Submittal Instructions

Proposals must be submitted with one (1) original and three (3) copies and one (1) CD/DVD (with all data consolidated into the fewest possible number of files, and all files named appropriately for easy identification) in a sealed envelope to the Office of Economic Development, City Hall, Second Floor, 229 Main Street, Nashua, NH 03060 by 3:00 p.m. on Friday, May 6, 2011. Envelopes must be marked "RFP1303-050611 Community Branding Consulting Services". Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time.

Further details are available on the City's web site, www.nashuanh.gov, under Citizens Favorites, Current Bid Opportunities, document RFP1303-050611.

The successful vendor will be required to provide insurance certificates with the City of Nashua and The Greater Nashua Chamber of Commerce named as additional insureds. Nashua requires \$1,000,000 General Liability per occurrence; \$2,000,000 aggregate; \$1,000,000 Professional Liability. A performance bond will be required equal to the amount of the contract.

The City of Nashua and The Greater Nashua Chamber of Commerce reserve the right to reject any and all proposals in whole or in part on any basis without disclosure of a reason; to negotiate with any party; to waive informalities or defects in proposals; to require test proving of proposed equipment; or accept such proposals as it shall deem in the best interests of the City.

The City of Nashua and Greater Nashua Chamber of Commerce assume no liability for the payment of costs and expenses incurred by any bidder in responding to this RFP. All proposals become the sole property of the City of Nashua. This RFP is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

A project timeline is as follows:

<i>Description</i>	<i>Date</i>	<i>Time</i>
Deadline for Proposer Questions	Wednesday, April 13, 2011	3:00 p.m.
Answers/clarifications posted	Friday, April 15, 2011	3:00 p.m.
Proposal submittal date	Friday, May 6, 2011	3:00 p.m.

Address all communications concerning this Request for Proposals in writing to:

Thomas F. Galligani, Jr., Economic Development Director
City of Nashua
229 Main Street
Nashua, NH 03060

Email: galliganit@nashuanh.gov

Pursuant to NRO 5-78 (F), the Purchasing Manager shall not solicit a bid from a contractor or firm who is in default on the payment of taxes, licenses or other monies due to the City. Therefore, this bid request is void as to anyone who is in default on said payments.

Respectfully,

Linda LaFleur
Program Coordinator
Office of Economic Development
City of Nashua

CITY OF NASHUA
OFFICE OF ECONOMIC DEVELOPMENT
REQUEST FOR PROPOSALS

COMMUNITY BRANDING CONSULTING SERVICES
RPF1303-050611

SECTION 1: SUMMARY

The City of Nashua (the City), in partnership with The Greater Nashua Chamber of Commerce, is soliciting proposals from qualified agencies and/or individuals with extensive experience in developing a community destination brand plan that capitalizes on a community's assets and unique attributes to positively impact all aspects of the local economy.

All proposals must be delivered to the address specified by 3:00 p.m. on Friday, May 6, 2011.

SECTION 2: BACKGROUND & PURPOSE

The City of Nashua, NH, for the purposes of this project, represents a coalition of community based organizations, businesses and individuals. The coalition is jointly spearheaded by the City and the Greater Nashua Chamber of Commerce, and includes support from local government, individual businesses, non-profit organizations and community institutions who seek to create a "top of mind awareness" of Nashua for the purpose of recruiting new businesses, residents and visitors to the community.

The City of Nashua and The Greater Nashua Chamber of Commerce have been working collaboratively on a mutual purpose of creating a branding campaign for the City of Nashua. Both organizations recognize the need for projecting a positive and attractive brand for the community, as a means for attracting new residents, businesses, and visitors to Nashua.

SECTION 3: GENERAL INFORMATION

1. Status of Information

- o The City shall not be bound by any oral or written information released prior to the issuance of the RFP.
- o The City shall not be bound by any oral or written representations, statements or explanations other than those made in this RFP, in City written responses to proposer inquiries or in a formal written addendum to this RFP.

2. Communication With the City

Proposers are advised that from the date this RFP is issued until the award of the contract, NO contact with City personnel or the Greater Nashua Chamber of Commerce

related to this solicitation is permitted, except as shall be authorized by the designated City contact persons.

3. Proposer Inquiries

All inquiries regarding this solicitation shall be in writing and addressed to Thomas F. Galligani, Jr., Economic Development Director at galliganit@nashuanh.gov.

4. Addenda to the RFP

- o The City shall issue a response no later than Friday, April 15, 2011 at 3 p.m. to inquiries received by Wednesday, April 13, 2011 at 3 p.m. related to substantive issues and any other corrections or amendments to the RFP it deems necessary prior to the proposal due date in the form of written addenda.
- o It is the proposer's responsibility to assure receipt of all addenda. Proposers shall acknowledge the number of addenda received as part of their proposals.

5. Modified Proposals

- o A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date and Time and, if applicable, up until the due date and time set for the submission of Best and Final Offers.
- o The Evaluation Committee shall consider only the latest timely version of the proposal.

6. Withdrawal of Proposals

A proposal may be withdrawn in writing only prior to the Proposal Due Date and Time or, if applicable, up until the due date and time set.

7. Late Proposals, Late Modifications and Late Withdrawals

- o Proposals received after the Proposal Due Date and Time are late and shall not be considered.
- o Modifications and Withdrawals received after the Proposal Due Date and Time and/or, if applicable, after the due date and time set for the submission of Best and Final Offers, are late and shall not be considered.

8. Confidentiality

- o Proposers shall specifically identify those portions of the proposal deemed to be confidential, proprietary information or trade secrets and provide any justification why such material, upon request, should not be disclosed by the City.
- o Information deemed by the proposer to be confidential or proprietary shall be easily separable from the non-confidential/proprietary sections of the proposal.

9. Costs Incurred By Proposers

The City and/or The Chamber shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.

10. Oral Presentations and Interviews

The City may require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

11. Discussions/Negotiations/Best and Final Offers

The City and The Chamber reserve the right to enter into discussions/negotiations with one or more proposers and to subsequently request the submission of best and final offers from those proposers who, after the conclusion of such discussions/negotiations, are still under consideration for award. No proposer shall have any rights against the City and/or The Chamber arising from an invitation to enter into discussions/negotiations or to submit a best and final offer.

12. Proposer Acceptance of RFP and Contract Provisions

Submission of a proposal signifies to the City the proposer's intention to compete for the award of the particular contract(s) and that the proposer understands and accepts that the terms and conditions specified in the RFP and the City's Standard Terms and Conditions shall become part of the final contract.

13. Contract Award

- o The contract(s) resulting from this solicitation shall be awarded to the qualified proposer(s) offering proposals that the City determines to be the most advantageous, based on the evaluation factors set forth in the RFP.
- o Any proposed contract award shall be subject to the approval of the City's Boards and Mayor.

14. RFP Postponement/Cancellation

The City reserves the right to postpone or cancel this RFP and to reject all proposals.

SECTION 4: PROPOSAL PROCEDURES AND REQUIREMENTS

1. Evaluation Committee

The Evaluation Committee shall be comprised of a minimum of three (3) persons qualified to evaluate the components of this solicitation. If deemed appropriate by the City, the Committee may be expanded to include additional members.

2. Evaluation Committee Procedures

- o All proposals received on or before the Proposal Due Date and Time at the location specified in the RFP will be evaluated to determine whether they meet the minimum qualification requirements set forth in the RFP.
- o Only those proposals meeting all the Minimum Qualification Requirements will be evaluated, rated and ranked by applying the Evaluation Criteria set forth in the RFP.
- o The Evaluation Committee will make a determination to:
 - o Award a contract based on initial proposals from all or a “short list” of proposers.
 - o Conduct discussions/ negotiations with all or a “short list” of proposers. Should the determination to conduct discussions/ negotiations with all or a “short list ” of proposers be made:
 - The City may require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein;
 - Upon completion of the discussions/negotiations, the Evaluation Committee will request that all proposers still under consideration for award submit a best and final offer by a common due date and time;
 - The Evaluation Committee will evaluate, rate and rank the best and final offers by applying the Evaluation Criteria set forth in the RFP.
- o A contract will be awarded to the qualified proposer whose proposal the City determines to be the most advantageous based on the evaluation factors set forth in the RFP.

3. Minimum Qualification Requirements

All proposals received on or before the Proposal Due Date and Time and at the location specified in the RFP will be reviewed to determine whether they meet the Minimum Qualification Requirements set forth in the RFP. Proposals failing to meet the Minimum Qualification Requirements listed below will be declared non-responsive and shall not be further considered for award.

The proposal shall be responsive to all the material requirements of the RFP as indicated:

- o Proposal Cover Letter
- o Program Proposal
- o Approach to the Scope of Work
- o Statement of Qualifications
- o Proposed Action Plan, Time Frame and Expectations
- o Competing Accounts
- o Acknowledgment of Addenda
- o Price Proposal

4. Evaluation Criteria

The Evaluation Committee shall evaluate and rate all proposals that meet the Minimum Qualification Requirements by applying the Evaluation Criteria listed below.

- o Program Proposal
 - o The applicant's demonstrated understanding of and ability to comply with the City's requirements in this RFP.
 - o Qualifications, Experience and Past Performance

Applicants shall prove to the satisfaction of the City that they are responsible proposers and possess the necessary qualifications and experience. This shall include a description of the company's qualifications and those of the individual(s) who will be working on the behalf of the City. The applicant shall provide names and telephone numbers of persons familiar with such projects as references for each. Applicants should emphasize their experience in performing similar work for other jurisdictions that provide services of essentially similar scope and magnitude as the City of Nashua.
- o Pricing Proposal

5. Proposal Package

The Proposal Package shall contain the following:

- o Proposal Cover Letter

The proposer shall submit a Cover Letter transmitting their Proposal Package to the City. The Cover Letter shall be signed and dated by an individual authorized to enter into a contract with the City on behalf of the proposer.

- o Program Proposal

In this section, the applicant is to develop the proposed program concept in narrative form. As the proposal will be judged on content, not length, a clear, concise narrative is recommended. The following elements must be provided:

- o Approach to the Scope of Work

The respondents must provide a summary of the approach the firm will take in addressing the needs of the City of Nashua as outlined in the scope of work in Section 5. The respondent must clearly articulate their ability to develop a coherent and effective branding plan and program for Nashua and its collaborating partners.

- o Statement of Qualifications

The Statement of Qualifications is a presentation of the qualifications and experience of the proposing organization and the staff who will be providing these services. At a minimum, this segment shall include a narrative, describing the proposer's programmatic, creative, financial and managerial experience, with an emphasis on the provision of services similar or related to those required by the Scope of Work described in Section 5 of the RFP. The Statement of Qualifications must address the following:

- o Related Experience

Address overall capabilities as they relate to the agency's/individual's ability to lead the destination branding process. Resumes of the individuals, who will perform the work outlined in this proposal, including their capabilities and experience conducting similar work, are highly recommended.

- o Industry Knowledge

Each respondent should provide in detail their experience as it relates to economic development and the tourism industry, in addition to a brief synopsis explaining your philosophy on Community Branding.

- o Research Capability

Each respondent should address, in detail, their ability to gather and to effectively utilize research to assist the branding process.

- o Subcontractor/ Subcontracted Tasks

Each respondent should submit a list of any tasks that will be subcontracted and a list of the subcontracting firms. The ideal firm will be able to either perform these tasks in-house or operate as the lead contractor and subcontract the individual work items and create a final, comprehensive work product. The City of Nashua reserves the right to approve any sub-contractor of the lead contracting firm's team.

- o Client References

Each respondent should provide three professional references for similar work that has been performed by your firm including the names, addresses, titles and telephone numbers of the person most familiar with the work. Executive summaries of other brands that the agency has developed are highly recommended.

Additionally, proposers may submit copies of any other materials which will permit the City to better evaluate the organization (e.g., letters of reference, recommendations, news articles, awards, sample creative work, other evidence of successful experience, etc.).

- o Proposed Action Plan, Time Frame and Expectations

Each respondent should submit an outline of what the City can expect as part of the proposal along with applicable timelines and a proposed action plan. Please keep in mind the City's general expectations as outlined above.

- o Competing Accounts

Please identify any agency accounts that may be perceived to be in competition with the Greater Nashua Area as it relates to economic development and/or tourism development or that may pose a conflict of interest as well as any accounts that may be an asset.

- o Acknowledgment of Addenda (Appendix A)

The proposer shall complete and submit the Acknowledgement of Addenda form, attached as Appendix A, as part of the Proposal Package. This form serves as the proposer's acknowledgment of the receipt of any addenda which may have been distributed by the City prior to the proposal due date and time.

- o Price Proposal

Each proposer should submit project costs for services along with a payment schedule and an explanation of how fees are established.

6. Proposal Package Submission Requirements

- o Due Date and Time

Proposal Packages are due on or before Friday, May 6, 2011 at 3:00 p.m. at the Office of Economic Development, Second Floor, City Hall, at 229 Main Street, Nashua, NH.

- o Original Proposal and Copies

Proposers shall deliver one (1) original and three (3) copies and one (1) CD/DVD in a sealed envelope/package.

- o Address

The outer envelope enclosing any materials submitted in response to this RFP shall be addressed as follows:

FROM: Proposer Name/Address

TO: Office of Economic Development
City of Nashua
229 Main Street
Nashua, NH 03060
Attention: Linda LaFleur

Subject: RFP1303-050611
Community Branding Consulting Services

Proposers shall be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required above, appears on the outer envelope used by such service.

7. Proposal Package Checklist (Appendix B)

The Checklist itemizes each component/document that is to be submitted as part of the Proposal Package. The Proposal Package Checklist form must be affixed on top of the applicant's cover letter and must indicate that all required documents are included in the submission.

SECTION 5: SCOPE OF WORK

Under the contract to be awarded through this RFP, the City seeks to have developed a strategic assessment of the City's "brand" and recommendations for funding, developing and conducting a sustainable branding campaign. The City requires a professional, experienced organization to analyze, conduct and interpret research as well as demonstrate extensive experience with creating destination brands. Our goal is to develop a clear, strong brand identity that represents the varied economic sectors of our collaborators with variations for business and visitor recruitment.

1. Strategic Assessment and Recommendations

The strategic assessment and recommendations would consist of the following principle areas:

- o Develop clear understanding of the current brand awareness of Nashua and identify existing challenges and opportunities.
- o Recommend additional information, if needed, and augment research as necessary.
- o Develop a comprehensive profile of our current and potential markets.
- o Facilitate surveys and focus groups, if needed, of key constituents.
- o Review of funding methods being used or potentially available to finance a long-term branding campaign.
- o Participate in crafting the destination brand based upon results and visioning.
- o Participate in the delivery of research results and act as a bridge during the review process and/or testing of the new brand and corresponding creative.
- o Participate in devising an accountability plan for implementation. Help devise a plan for measuring success of the branding process.

2. Deliverables

- o Minimum monthly reports outlining significant meetings, discussions, actions and results.
- o Qualitative and quantitative analyses of current image and positioning.
- o Recommended positioning, logo and brand guidelines.

- o Implementation plans for brand identity applications and brand identity maintenance plan.
- o Detailed implementation schedule based upon available research.
- o Estimated costs/budget associated with the implementation process.
- o Presentation of the proposed brand identity including the elements listed above.
- o Final written report outlining the elements listed above.

SECTION 6: REQUIREMENTS AND AUTHORITY OF THE CITY OF NASHUA

1. Summary

This Request for Proposals does not commit the City of Nashua and/or The Greater Nashua Chamber of Commerce to award a contract, pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services. The City of Nashua and The Greater Nashua Chamber of Commerce reserve the right to accept or reject any or all proposals received as a result of this request, negotiate with any qualified source(s) or cancel, in part or entirely, this Request for Proposal, if it is in the best interest of the City of Nashua and collaborators to do so.

All work performed on behalf of the City of Nashua becomes the property of the City of Nashua including, but not limited to, hard copies, diskettes, CD's, DVD's, databases, research, etc. All final reports prepared under the contract shall be the property of the City of Nashua and may not be used or reproduced in any form without the explicit written permission of the City of Nashua.

The City of Nashua has the authority to terminate its contract with the consultant at any time during the term of the contract without cause with a written 14-day notice to terminate and pay the consultant for work performed to date. In this event, the consultant shall deliver all completed work products, which shall become the property of the City of Nashua.

2. Selection

Selection will be based on the firm's experience and qualifications as described in the consultant's submittal and ability to provide the required services. The City of Nashua and its partners may conduct interviews with one or more of the most qualified firms submitting proposals.

Proposals will be reviewed by a team representing Nashua's collaborating partners.

Any questions regarding this request for proposals should be directed to Thomas Galligani at galliganit@nashuanh.gov or 603.549.3260.

SECTION 7: ADDITIONAL TERMS AND CONDITIONS

1. Award of Contract

The City shall select a Contractor by means of a Notice of Award. Neither the selection of a Contractor nor the issuance of a Notice of Award shall constitute the City's acceptance of the proposal or a binding commitment on behalf of the City to enter into a contract with the Contractor, as any binding arrangement must be set forth in definitive documentation signed by both parties and subject to all requisite approvals.

Following issuance of the Notice of Award, the selected contractor shall be required to enter into a contract with the City of Nashua. The terms and conditions of this RFP shall be incorporated into and made a part of the final agreement. The City reserves the right to negotiate the terms and conditions of a contract with a selected Vendor.

2. Right Of Rejection By The City

Notwithstanding any other provisions of this RFP, the City reserves the right to award this Contract to the Contractor that best meets the requirements of the RFP not based solely on price factors. Further, the City reserves the right to reject any or all proposals prior to execution of the written agreement for any or no reason and without penalty to the City.

3. Compliance With Laws

A selected Contractor shall pay for, at its sole cost and expense, and maintain during the Contract, and any extension thereof, all applicable permits, licenses, approvals, tariffs, tolls and fees and shall comply with all laws, ordinances, rules, orders and/or regulations of any governmental entity or agency in conjunction with the performance of the Contract.

4. Insurance

Contractor shall carry and maintain in effect during the performance of services under this contract.

- o General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- o Professional Liability Insurance \$1,000,000.

The Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract. The City of Nashua and The Greater Nashua Chamber of Commerce shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as Contractor. The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or

subcontractors. The only contractual relationship created by this contract is between the City, The Greater Nashua Chamber of Commerce and Contractor, and nothing in this contract shall create any contractual relationship between the City, The Greater Nashua Chamber of Commerce and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City or Greater Nashua Chamber of Commerce employee and that there shall be no:

- o Withholding of income taxes by the City or The Greater Nashua Chamber of Commerce;
- o Industrial insurance coverage provided by the City or The Greater Nashua Chamber of Commerce;
- o Participation in group insurance plans which may be available to employees of the City or The Greater Nashua Chamber of Commerce;
- o Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- o Accumulation of vacation leave or sick leave provided by the City or The Greater Nashua Chamber of Commerce;
- o Unemployment compensation coverage provided by the City or The Greater Nashua Chamber of Commerce.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days (30) written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the City of Nashua and The Greater Nashua Chamber of Commerce as additional insureds. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- o All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.
- o All aggregates must be fully disclosed on the required certifications.
- o The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- o Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City and The Greater Nashua Chamber of Commerce, its agents, officials, employees and authorized representatives and their

employees from and against any and all suits, causes of action, legal or administrative disclosed on the required certificate of insurance, proceedings, arbitrations, claims, demands, damages, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

5. Assignment

Vendor shall not assign, transfer, convey, sublet, delegate.

6. Governing Law

The Contract and all of the rights and obligations of the parties under the same shall be construed according to the laws of the State of New Hampshire as an agreement made and to be performed within the said state and any action, suit or proceeding in connection with or arising as a result of the Contract shall be heard only in the State Courts of the State of New Hampshire located in Hillsborough County.

APPENDIX A
ACKNOWLEDGMENT OF ADDENDA

This form serves as a proposer's acknowledgement of the receipt of addenda which may have been distributed prior to the proposal deadline.

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Please list below the dates of issue for each addendum received in connection with this RFP.

- ☐ Addendum #1 Dated _____, 2011
- ☐ Addendum #2 Dated _____, 2011
- ☐ Addendum #3 Dated _____, 2011
- ☐ Addendum #4 Dated _____, 2011
- ☐ Addendum #5 Dated _____, 2011
- ☐ Addendum #6 Dated _____, 2011
- ☐ Addendum #7 Dated _____, 2011

Check the box, below, if no addenda were received.

- ☐ No addendum was received in connection with this RFP.

PROPOSER'S NAME: _____

PROPOSER'S SIGNATURE: _____

APPENDIX B
PROPOSAL PACKAGE CHECKLIST

1. All of the items listed below must be submitted to the City in a sealed envelope. One (1) set of originals and three (3) sets of copies of the Proposal Package, and one (1) CD/DVD, which include each of the following documents:

- ☐ Proposal Package Checklist
- ☐ Proposal Cover Letter
- ☐ Program Proposal
 - ☐ Approach to the Scope of Work
 - ☐ Statement of Qualifications
 - ☐ Proposed Action Plan, Time Frame and Expectations
 - ☐ Competing Accounts
 - ☐ Acknowledgment of Addenda
- ☐ Price Proposal

2. Outer Sealed Envelope must be addressed as follows:

FROM: Proposer Name/Address

TO: Office of Economic Development
City of Nashua
229 Main Street
Nashua, NH 03060
Attention: Linda LaFleur

Subject: RFP1303-050611
Community Branding Consulting Services