

Request for Proposal

Customer Relationship Management (CRM) Solution

September 15, 2022

Louisville Tourism

401 West Main Street, Suite 2300

Louisville, Kentucky 40202



Introduction

Purpose

The Louisville & Jefferson County Visitors & Convention Commission, doing business as Louisville Tourism, is requesting Proposals for **Customer Relationship Management (CRM) Solution**. Using this Request for Proposals (“RFP”), Louisville Tourism intends to contract with a vendor who will be available to provide the product or service during the contract term. Louisville Tourism may select and contract with one or more vendor(s) to provide all products or services described in the Scope of Services.

Vendors interested in assisting Louisville Tourism with the product or service as defined above must prepare and submit a response in accordance with the Submission Requirements and Procurement Schedule in this RFP. Louisville Tourism will review proposals from those vendors that submit a proposal, which includes all information required to be included as described herein.

Definitions

“**Respondent(s)**” refers to the interested individual(s) and/or firm(s) that submit a response to this Request for Proposal.

“**RFP**” refers to this Request for Proposals, including any amendments, supplements or addendums thereto.

“**Proposal**” refers to the complete responses to this RFP submitted by the Respondent(s).

Business Overview & Background

Overview of Louisville Tourism

Louisville Tourism was formed under the laws of the Commonwealth of Kentucky and has been established pursuant to provision of 91A.350(1) and 91A.370 of the Kentucky Revised Statutes for the purpose of promoting recreational, convention and tourist activities in Louisville and Jefferson County, Kentucky. Louisville Tourism is governed by a nine-member Board of Commissioners, three of whom are appointed by the Governor and six of whom are appointed by the Mayor.

Louisville Tourism’s mission is to support the local economy’s growth by driving tourism to the city and region. The agency serves as the leading voice for Louisville’s hospitality industry to unite other sectors of the community, both private and public, in partnership to make the destination attractive to visitors and investment. In pursuit of its

mission, Louisville Tourism generates increased visitor spending, local tax receipts, and job development.

Louisville Tourism encourages participation by minority, women, and disability owned businesses in the procuring of supplies and services.

Scope of Services

Areas of Specialized Services

The following is a summary of the key items composing the statement of work. These items are in addition to any additional requirements stipulated within the RFP.

1.1 CRM System

Vendor to provide a fully customizable CRM system and access for 70+ users according to terms of the RFP.

1.2 Planning & Analysis

Vendor to perform detailed needs and gap analysis based upon the functionality of the DMO's current system, as well as RFP requirements, to develop and execute project plan for implementation.

1.3 Data & Reporting Migration

Vendor to perform all activities related to migrating existing data and reports to the new system, including but not limited to field mapping, data conversion, and data imports. The DMO will provide the winning bidder with user-level access to the existing system, as well as backups of the database.

1.4 Customization

Vendor to perform all customizations as agreed upon between customer and vendor to create functionality called for in the RFP. Vendor to provide ongoing customizations according to terms agreed upon between customer and vendor. This includes any required integration with third-party systems as indicated in the RFP.

1.5 Testing & Validation

Vendor to perform testing of migration accuracy and verify customizations are working as expected. Furthermore, the vendor shall perform report validation to verify that report data is consistent in both the new and old systems.

1.6 Training

Vendor to provide on-site training and documentation for each department regarding the proper use of the system.

1.7 Support & Account Management

Vendor to provide ongoing support and account management to DMO staff regarding the use and functionality of the system. This includes the resolution of any identified system defects.

2 General Requirements

The following requirements will govern the overall vendor engagement and will also be captured in the contract language, to be negotiated between the DMO and the winning bidder.

2.1 Mergers, Acquisitions, Changes in Ownership

Should the product be sold to another company, or should a change in the company ownership (such as a merger or acquisition) occur, the DMO will have the ability to renegotiate the terms of this agreement and/or terminate the agreement without penalty by providing 180 days notice.

2.2 Ownership of Data

All data contained in the system shall remain the property of the DMO. Any deliverables produced as a result of this contract will remain the exclusive property of the DMO.

2.3 Confidentiality

All data provided in connection with the execution of this agreement is considered confidential. The vendor shall not disclose this data, to include system demonstrations of functionality developed under this contract, without prior written consent from the DMO. Unauthorized disclosure of said data will be grounds for termination of the agreement, not to exclude seeking additional damages.

2.4 Hosting Facility

The vendor shall have the ability to relocate hosted systems to another data center in a different geographic location in the event of failure condition at the primary hosting facility. All data center facilities shall hold a nationally recognized certification for security procedures to include access control. At a minimum datacenters should feature redundant power supply, as well as redundant data connections. Fire suppression systems should utilize halon gas, foam, or other means designed to limit damage to equipment.

2.5 Business Continuity Plan

The vendor shall have in place and provide to the DMO a copy of their business continuity plan, with regard to maintaining system availability and preventing loss of data.

2.6 Database Backup Files

The vendor shall provide regular backups of the system data to the DMO via a secure file transfer process.

2.7 Monthly Reporting

The vendor will provide, at no cost to the DMO, a monthly report detailing the service hours utilized. The report will be provided no later than the 15th day of the month following the month in which the work was performed. The vendor will also report on performance under the terms and conditions of the service level agreement.

2.8 System Availability

The vendor shall provide for the system to be available continuously without interruption at all times, excluding mutually approved planned maintenance windows. In the event of an outage, vendor will provide rebates to the DMO in accordance with the service level agreement terms and conditions.

2.9 System Maintenance and Planned Outages

System maintenance resulting in full or partial outage, including degraded performance, shall be scheduled in advance to occur during mutually-approved maintenance windows.

2.10 System Response Times

The vendor shall have in place a mechanism to measure system response times. Slow system performance, to be defined in the service level agreement terms and conditions, will be remedied by the vendor. Failure to address system performance issues will result in rebates to the DMO in accordance with the aforementioned service level agreement terms and conditions and could also lead to termination of the agreement if not corrected.

2.11 Termination of Contract

Upon termination of the contract, the vendor shall provide the contents of the system in a platform-neutral data format in distinct data tables, with complete documentation of all columns and tables. Documentation and data tables will include necessary information on unique record identifiers and relationship keys.

2.12 Data Transmission Security

All data transmitted to and received from the system shall travel via an encrypted SSL connection. Furthermore, the vendor must be able to implement access restrictions based upon IP address – should the DMO request that restriction.

2.13 Unauthorized Access Mitigation & Disclosure

The vendor shall have in place systems to prevent and detect unauthorized access to the system and the data contained therein. In the event of a breach, the vendor shall immediately notify the DMO and take corrective action. The vendor shall provide a comprehensive review of the breach impact, including a listing of all impacted records/individuals. The vendor shall be liable for any direct or indirect costs associated with said breach.

2.14 Errors & Omissions Insurance

The vendor shall maintain technology/network errors and omissions insurance, naming the Louisville Tourism as an additional insured entity. Details of required coverage scenarios will be provided to the DMO. The policy shall provide a claim limit of no less than \$1,000,000.

2.15 Dedicated Servers & Facilities

The vendor shall disclose to the DMO the system and hardware configuration and provide the opportunity for the DMO systems to be hosted on dedicated and/or upgraded equipment. This option is preferred but not mandatory for an agreement.

2.16 Quality Assurance

The vendor shall have in place a plan or system to ensure that all projects and tasks are completed within the agreed-upon timeframe. Furthermore, the vendor shall make certain that all deliverables are reasonably free from defects. The vendor will ensure that staff assigned to fulfill vendors' obligations under this contract are capable of performing the level of work required. Failure to provide quality work product or staff shall be considered a breach under the service level agreement terms and conditions, and may allow the DMO to receive rebates and/or be grounds for terminating the agreement.

2.17 System Defects

The vendor shall be responsible for bearing the cost to address all system defects. Defects include any errors causing the system to perform in an abnormal fashion, or not in accordance with provided documentation or requirements. The vendor shall address system defects in accordance with the service level terms and conditions. The DMO shall be eligible for rebates if the vendor fails to meet the service level objectives.

2.18 Custom System Enhancements

Custom system enhancements refer to requests made by the DMO to change expected and existing system functionality and/or reporting. The vendor shall maintain documentation of all system enhancements made. Furthermore, enhancement requests shall be sized prior to implementation so that the DMO can evaluate the number of hours associated with implementing said enhancement. The vendor shall complete enhancements within agreed-upon timeframe and with reasonable expediency. Enhancements shall be governed by service level agreement terms and conditions.

2.19 Platform System Enhancements

Platform system enhancements refer to enhancements made by the vendor to the underlying system platform and functionality. The vendor shall provide ongoing maintenance and enhancements of the platform. The DMO will have the ability to opt-in or opt-out of platform enhancements, with said enhancements being scheduled in advance with the DMO and made compatible with existing DMO customizations.

2.20 Testing Environment

The DMO requests that the vendor provide access to a test or development environment. While this is not a requirement, it has been our experience that this is helpful with regard to staging and testing enhancements, as well as performing staff training.

2.21 Failure to Perform

In addition to provisions called forth in the service level agreement terms and conditions, failure of the vendor to comply with the contract terms shall be grounds for the DMO to terminate the agreement without any penalties. Furthermore, breach of contract may entitle the DMO to recover any damages associated with said failure and/or the impacts of terminating the agreement.

2.22 Pricing

Pricing shall be based upon 70+ users, with the vendor providing a per-user cost. In the event that the DMO is reduced in scope/funding, the vendor will allow the contracted user count and associated charges to be reduced by up to 30 percent.

2.23 Support Hours

The vendor will provide a set number of support and development hours to be utilized during the contract term. In the event of an overage, the DMO shall have the option of pulling from future year allotments – or incurring an overage at the negotiated hourly rate. In the event that the DMO does not utilize all of the support hours for a given annual period, forty percent of the unused hours will carry forward and be available for use the following year.

Any enhancements/projects with a scope of work estimate of 5 or more hours will be sized by the vendor with the DMO providing approval before work commences.

2.24 Overages

In the event of an approved overage, support and development work shall be provided at a rate not to exceed \$125.00/hour.

2.25 Disbursement of Funds

The DMO will disburse funds due under the contract on a quarterly or semi-annual basis. Special projects and overages will be billed under net 30 terms.

2.26 Partnership Updates

The vendor will conduct a monthly status call with the DMO to review ongoing projects and recent service requests. In addition, the monthly reports will be reviewed as needed.

On an annual basis, the vendor and the DMO shall hold an executive-level meeting to review performance and discuss future strategies for the partnership.

2.27 Reuse of Existing Development

Wherever possible, the vendor will allow the DMO to review solutions developed for other customers and adapt those solutions in an effort to reduce time and expense. This review shall not include any of the customer's data, but shall simply include a demonstration of the available functionality.

2.28 Internal Database Access

The vendor will permit the DMO read-write access to the internal database via ODBC connection, originating from one designated IP address. This is an option with our current vendor and it is preferred to maintain this option but not mandatory for an agreement.

2.29 Database Storage

All records stored in the system shall be retained indefinitely until such time as the DMO decides to purge old data from the system. The vendor will disclose any record limits or storage costs in their proposal.

2.30 Migration Timeline

The solution shall be production-ready with all work and phases of implementation completed by the mutually agreed upon project completion date. The vendor shall provide a project plan and implementation timeline as part of their proposal. The proposal should include the cost, if any, to migrate to the most current/modern version of their CRM if they have clients on multiple versions of their CRM.

3 External System Integration

The proposal shall address integrating the solution with the following external systems:

3.1 Public Website Listings

The integration will address the automated export of listings and related member data for the purposes of updating the gotolouisville.com and bourboncountry.com websites. We request that all data required to populate our primary websites be available via an API so that any third-party developer can access our CRM data.

3.2 Consumer Request Import

The integration shall address the import of consumer requests for publications and email list subscriptions that have been initiated via the gotolouisville.com and bourboncountry.com websites. Integration may consist of live import (requests feed directly into database) or scheduled file transmission.

3.3 Consumer Request Fulfillment

The integration will address a weekly export of consumer requests pending fulfillment by making batch files available to our fulfillment warehouse. In addition, the integration will also import batch files containing address standardization and fulfillment results.

3.4 Email Marketing System

The integration will provide the ability to create target groups and transmit lists to the email marketing system. In addition, the integration will address the updating of CRM system records with email preferences when unsubscribe requests are received by the email marketing system. DMO currently uses Informz emarketing software and would prefer that the CRM vendor chosen has or will build an integration with them but not mandatory to an agreement.

3.5 Merchant Credit Card Processing

The integration will provide the ability for the system to facilitate credit card transaction processing via Payflow Pro. This is our current provider and it is preferred we continue to use this vendor but not mandatory for an agreement.

3.6 Event Impact Calculator

The integration will connect sales data with Destinations International event impact calculator to allow for submission and retrieval of calculations via the CRM system.

3.7 Clipping Service

The system should have the capability to integrate with clipping services for use by the PR/Communications group.

3.8 Cvent

The system should have the capability to integrate with Cvent lead distribution system.

3.9 Mint+

The system should have the capability to integrate with the Mint+ database.

3.10 Bid Book

The system should have the capability to create a customized bid book to be able to present to potential clients working with us on a lead to host an event in Louisville. This is an option with our current vendor and it is preferred to maintain this option but not mandatory for an agreement.

3.11 Single Sign-On

The DMO strives to improve ease of use for our staff by implementing systems that support authentication via our existing Microsoft Active Directory database. This allows staff to access disparate systems utilizing a single set of network logon credentials. Providing this integration, either natively through Active Directory, or via LDAP, is not a mandatory requirement.

4 Core CRM System Requirements

4.1 Pre-Built Reports

Allow users to execute pre-defined custom reports migrated from the existing system, as well as additional reports created in the future. Report data should be exportable to common formats such as excel and PDF, as well as email. This is an option with our

current vendor and it is preferred to maintain this option but not mandatory to an agreement.

Please describe the workflow and capabilities of your reporting system.

4.2 Custom Ad-hoc Report Builder

Allow users to create their own ad-hoc reports based upon any data contained in the system, utilizing an intuitive user interface. Report data should be exportable to common formats such as excel and PDF, as well as email.

Please describe the workflow and capabilities of your ad-hoc reporting system. Furthermore, please describe which bulk actions (if any) can be taken on records returned by an ad-hoc query.

4.3 Partnership

Allow for the tracking of partner accounts, sub-accounts, and contacts associated with each account with varying status levels to indicate active/inactive/other. Ability to track all associated activity back to membership records. Ability to track all communications involving member contacts.

Please describe the workflow and capabilities of your system as it relates to managing records related to membership and related opportunities.

4.4 Partner Amenities

Allow for the tracking of member amenities, which is used to supplement listing data and populate grids used in publications.

Please describe the workflow and capabilities of your system as it relates to managing member amenity records.

4.5 Partner Listing Records

Ability to create and maintain multiple-member listings for use in online and print materials. Listing records to contain status, categories, subcategories, and relevant content.

Please describe the workflow and capabilities of your system as it relates to managing member listing records.

4.6 Partner Meeting Rooms

Allow for the tracking of meeting facilities under a member's account. This includes records for each meeting facility/room and entries related to room dimensions and capabilities.

Please describe the workflow and capabilities of your system as it relates to managing meeting room/facility records.

4.7 Account & Contact Tags

Ability to apply relevant tags to a given record to track various attributes. An example would be a tag to indicate a property is located downtown, another would be a tag to indicate that a contact is the general manager of a property. These would in turn be used to drive reporting based upon those tags.

Please describe the workflow and capabilities of your system as it relates to record tags.

4.8 Convention Sales

Ability to create records for accounts as well as contacts associated with accounts. Ability to create potential business leads and send them to designated contacts from the partnership database. Ability to generate template-based communications related to the lead. Ability to assign sales goals to each individual sales manager. Ability to track lead status history to allow for reporting based upon the progression of status. Lead performance should also be tracked back to partners, in terms of leads received vs. won.

Please describe the workflow and capabilities of your system as it relates to managing records related to convention sales and related opportunities.

4.9 Destination Services

Ability to create records for accounts as well as contacts associated with accounts. Ability to create potential business leads and send them to designated contacts from the partnership database. Ability to generate template-based communications related to the lead. Ability to assign sales goals to each individual sales manager. Ability to track lead status history to allow for reporting based upon the progression of status. Lead performance should also be tracked back to partners, in terms of leads received vs. won. Please describe the workflow and capabilities of your system as it relates to managing records related to destination services and related opportunities.

4.10 Communications & Public Relations

Ability to track and relate journalists, publications, and article records. Ability to track and disseminate media opportunities. Ability to store articles as attachments and link back to partner records.

Please describe the workflow and capabilities of your system as it relates to managing records related to communications and public relations.

4.11 Consumer

Tracking of consumer data, interests, and material requests. Import, de-duplication, and record merge functionality.

Please describe the workflow and capabilities of your system as it relates to the management of visitor inquiries. Furthermore, describe the process and/or tools utilized to manage duplicate records.

4.12 Marketing / Co-Op Advertising

Track advertising and media detailing member participation and financial value of participation. As an example, a print document produced by the DMO would list all members purchasing advertising and the value of that advertising. Participation records would roll up to each partner account.

Please describe the workflow and capabilities of your system as it relates to the management of co-operative advertising records.

4.13 Tourism/Group Tour

Ability to create records for accounts as well as contacts associated with accounts. Ability to create potential business leads and send them to designated contacts from the membership database. Ability to generate template-based communications related to the lead. Ability to assign sales goals to each individual sales manager. Ability to track lead status history to allow for reporting based upon the progression of status. Lead performance should also be traced back to members, in terms of leads received vs. won.

Please describe the workflow and capabilities of your system as it relates to managing records related to tourism and related opportunities.

4.14 Advertising

Ability to track advertising campaign performance, both digital and print.

Please describe the workflow and capabilities of your system as it relates to advertising campaign management and reporting.

4.15 Inventory & Order Management

Ability to manage product inventory across multiple locations. Allow users to create orders for product inventory, where the system will adjust available inventory and permanently withdraw inventory when an order has reached shipped status. Orders are linked to contacts & accounts and status is tracked to completion. The system will generate pick lists for staff and update the order status to indicate pending fulfillment, locking the order.

Please describe the workflow and capabilities of your system as it relates to inventory control and order fulfillment and tracking.

4.16 Invoicing / Statements

Ability to create both membership dues and general invoices for accounts. Ability to email or print individual invoices. Ability to create ad-hoc and batch statement reports for mailing. Ability to track payments and generate aging reports. Ability to display to users the total amount due by a member when viewing the member's records.

Please describe the workflow and capabilities of your system as it relates to managing invoices, statements, payments, and reporting or aging/payment data.

4.17 Events

Ability to track events and associate attendees with existing contacts in the CRM database. Ability to track invited/confirmed/attended. Events include member events, client familiarization tours, and site inspections.

Please describe the workflow and capabilities of your system as it relates to the management of event records.

4.18 Online Event Registration

The ability for contacts to register for events online and complete the payment process (when applicable).

Please describe the capabilities of your system as it relates to online event registration.

4.19 Photo Management

Database to house partner photos utilized by the various DMO departments. Creates thumbnail views and houses original files for download. Allows for tracking of photo use rights, keywords, and categorization. Allows users to search for photos based upon keywords. Ability to create entries tracking the actual utilization of any given photo.

Please describe the workflow and capabilities of your system as it relates to the management of photos and use rights.

4.20 Partner Referral

A mechanism by which staff can select a list of members to include in a system-generated referral, to be printed or sent via email to a potential visitor or client. Such referrals would be tracked for each partner, for the purpose of communicating and reporting on the number of referrals made to that business. An example would be a visitor calling to request a listing of restaurants downtown, which the concierge could then email to the caller.

Please describe the workflow and capabilities of your system as it relates to partner referrals.

4.21 Record Change History & Recovery

Tracking of changes to system records, with the ability to recover accidentally deleted records.

Please describe the workflow and capabilities of your system as it relates to revision history and record recovery.

4.22 Security Permissions

Ability to apply granular security permissions to users to provide only the level of access required.

Please describe the workflow and capabilities of your system as it relates to managing security permissions.

4.23 Traces and Triggered Events

Please describe the workflow and capabilities of your system as it relates to the creation of traces and triggered events.

4.24 Merge Templates

Ability to merge record data into predefined templates for the purposes of generating emails or printed messages.

Please describe the workflow and capabilities of your system as it relates to merging record data into templates.

5 Additional Related Components

5.1 Member/Partner Extranet

Provide an online portal for members to access leads, invoices, payment system, as well as submit requests to update account information, listings, amenities, contacts, and other relevant information.

5.2 Meeting Planner Extranet

Provide an online portal that is linked to sales leads, allowing designated clients to access and be notified of lead responses that are submitted or entered on behalf of DMO members.

5.3 Microsoft Outlook Toolbar

Provide a utility that will assist with updating CRM system records with email communications between staff and contacts identified in the CRM system.

5.4 Mobile Device Access to CRM

Provide a CRM interface optimized for mobile devices (iPhone, Android Devices) to facilitate quick access to critical CRM records by the mobile sales force.

6 Online Demo

Vendor to provide the DMO with an online demonstration of the most current version of CRM system capabilities.

6.1 Onsite Demo

The DMO may request that the vendor present an onsite demonstration of the system.

6.2 Site Visit at Vendor Facilities

The DMO may request to perform a site visit at the vendor's facilities.

Term

The DMO is seeking to establish a long-term partnership agreement with the selected vendor to enable both parties to develop the platform to their mutual benefit. For that reason, the DMO wishes to enter into a five-year agreement, with the option to terminate after one year if vendor performance issues arise.

Form of Contract

If selected to provide services, the successful Respondent may be required to execute a form contract, which includes indemnification, insurance, and termination provisions if applicable as well as the compensation provisions. The successful Respondent must also accept and agree to abide by Louisville Tourism Terms and Conditions.

General Procurement Information

Procurement Process

The Evaluation Committee shall evaluate proposals, interview top applicants if it deems interviews to be helpful, and complete its evaluation based on the best interests of Louisville Tourism.

Procurement Schedule

The RFP process commences upon the issuance of this RFP. The steps involved in the procurement process and the anticipated completion dates are as follows:

<u>Procurement Activity</u>	<u>Tentative Date</u>
Issuance of Request for Proposals	• September 15, 2022
Deadline to Submit Questions	• October 3, 2022
Deadline to Submit Proposals	• October 10, 2022
Completion of Evaluation	• October 28, 2022
Notification of Selection	• October 31, 2022

Obtaining Procurement Documents

This RFP packet can be obtained via Louisville Tourism's web site at <https://www.gotolouisville.com/about-us/rfps/>. All addenda, amendments, or written responses to this RFP will only be available through Louisville Tourism's web site. Louisville Tourism will not provide or be responsible for verbal responses.

Statement Submittal

To be given consideration, Respondents must submit the following:

1. **Five (5) original hard-copy** of the proposal, including all attachments
2. **One (1) electronic copy** of the proposal, including all attachments

Proposals must be received no later than **October 10, 2022 at 5:00 P.M. Eastern Standard Time**. Proposals must be sealed and addressed to:

Mark Perry

Directory of Technology
Louisville Tourism
401 West Main Street, Suite 2300
Louisville, Kentucky 40202
Phone: 502-379-6107
Email: mperry@gotolouisville.com

Proposals will not be accepted by facsimile transmission and no more than one Proposal from any Respondent will be considered. In addition, all Proposals and all related information must also be stapled or bound, and signed by a responsible party with authority to bind the Respondent.

Addenda or Amendments to RFP

During the period provided for the preparation of the responses to the RFP, Louisville Tourism may issue addenda, amendments, or answers to written inquiries. All such addenda, amendments, or answers will be posted/issued as noted in "Obtaining Procurement Documents" herein and shall constitute a part of the RFP. Respondents are encouraged to view the listed website regularly for any issued addenda, amendments or answers, as it is the responsibility of the Respondent to obtain same. Any failure to so acknowledge such changes will make the proposal non-responsive and it will be rejected.

Inquiries

Any requests for information or other inquiries should be directed in writing to the attention of Mark Perry, Director of Technology, by 5:00 P.M., Eastern Standard Time, October 3, 2022 at mperry@gotolouisville.com. Questions will be answered via addenda and posted to Louisville Tourism's website. Respondents should not contact any other Louisville Tourism representative for information and/or to inquire about the status of this procurement prior to the submission of Proposals or their proposal may be disqualified.

Submission Requirements

Proposal Format

Each proposal must conform to the following outline. The proposal should be concise, but include enough detail so that each Respondent's capabilities are properly evaluated as to the provision of Louisville Tourism's required services.

Proposal Content

Respondents must provide the following information to be considered responsive. In addition, in order to expedite evaluation of submittals, the Respondent's information must be organized in the following sequence:

- A. Executive Summary – Each proposal must be accompanied by an executive summary, signed by an officer authorized to enter into a contractual relationship with Louisville Tourism on behalf of the firm. The executive summary shall include a brief statement of the company's experience and qualifications, approach to the work, understanding of the scope of services, and objectives.

- B. Financial Stability – Respondent is required to provide information pertaining to the firm's financial integrity, which may include:
 1. Financial statements (preferably audited), including income statements, balance sheets, and any changes in financial position.
 2. Most recent quarterly financial report and a description of any material changes in financial position since the last annual financial statement (preferably audited).
 3. Respondents most recent Dun & Bradstreet, Value Line Reports or other credit rating/report.
 4. Other financial information that is sufficient to support the firm's financial integrity and ability to provide the product or service outlined herein.

Respondent may mark the financial statement as "Confidential". Louisville Tourism will maintain the confidentiality of the statements to the extent permitted by law.

- C. Experience/Past Performance – Respondent must provide no less than three (3) client references for similar services performed within the last five (5) years. The client reference list must include:
 - Name and address of client
 - Name and telephone number of client contact
 - Name and title of team members who worked with client reference that will be assigned to work with Louisville Tourism

Respondent must also include a statement authorizing Louisville Tourism to contact Respondent's references in conjunction with the evaluation of Respondent's Proposal.

- D. Respondent Firm and Staff Qualifications – Provide a brief summary of the Respondent's history and locations.
1. Provide a brief narrative documenting the experience and qualifications of each member who will be assigned to Louisville Tourism.
- E. Cost Proposal – Louisville Tourism's goal relating to the Cost Proposal is to obtain an overall view of the Respondent's pricing standards for the Scope of Services outlined herein.
1. Provide the cost for Respondent to provide the Scope of Services outlined herein, including the frequency of billing. Distinguish between all types of fees charged to execute the Scope of Services. Transparency of the overall fee/cost structure is the objective here.
 2. State whether ancillary expenses, such as travel, are included in the proposed fee or billed separately. If the latter, provide an estimate of such charges.

Evaluation of Respondents

Evaluation Process

The appropriate Louisville Tourism personnel will review responses that meet the criteria outlined herein, and may or may not choose to hold oral interviews prior to making a final decision. Should interviews be held, it will be imperative that the lead representative for Louisville Tourism's engagement be in attendance. Only those individuals directly involved with the presentation should attend the interview.

All responses should be valid for a 90-day period from the due date of the RFP and should be signed by an individual authorized to bind the firm.

Louisville Tourism reserves the right to reject any and all proposals.

Evaluation Criteria

The Committee will review all Proposals to determine if the Respondent has satisfied the criteria described in this RFP. The following criteria will be considered in selecting the successful Respondents:

1. The ability to provide the requested services, including relevant past experience.
2. Qualifications of staff assigned to the engagement.
3. Proposed fees and compensation.

4. Quality and conciseness of responses.
5. Client references, if applicable.
6. The value of any service suggestions, or other new ideas and enhancements.

Special Terms and Conditions

Rights Reserved

All materials submitted to Louisville Tourism in response to this RFP will become the property of Louisville Tourism, which reserves the right at its sole discretion, to use, without limitation, all information, concepts, and data contained therein.

Louisville Tourism reserves the right to reject any and all submittals, to waive any informality or irregularity in any response, and to make an award to the Respondent or Respondents deemed, in the sole discretion of Louisville Tourism, to be the most suitable to Louisville Tourism.

This RFP does not commit Louisville Tourism to award a contract to any Respondent, or to pay any cost incurred in preparation of materials filed in response to this RFP.

Louisville Tourism reserves the right to negotiate with any Respondent, to award multiple contracts or portions of the specified services, or to cancel in part or in its entirety this RFP, if it is deemed, in the sole discretion of Louisville Tourism, to be in the best interest of Louisville Tourism.

Equal Employment Opportunity

The Respondent shall agree not to discriminate against any employee or applicant because of race, color, religion, sex, national origin, citizenship status, age, protected disability status, sexual orientation, genetic information, uniformed service and/or Vietnam-era or special disabled veteran.

Code of Conduct

The Respondent shall agree to avoid situations, which could be considered either a conflict of interest, or detrimental to the operation or reputation of Louisville Tourism.

Future Work

Louisville Tourism may, at its discretion, negotiate with the successful Respondent to include further services not identified in this RFP.

Disclosure of Proprietary Information

The Respondent may attempt to restrict the disclosure of proprietary information that is contained in the Proposal by marking each applicable page prominently with the words "Proprietary Information". After either a contract is executed pursuant to the RFP, or all submissions are rejected, if access to documents marked "Proprietary Information"

is requested under the Kentucky Open Records Act, Louisville Tourism will notify the Respondent of the request and it shall be the burden of the Respondent to establish that such documents are exempt from disclosure under the law.

Notwithstanding the foregoing, in response to a formal request for information, Louisville Tourism reserves the right to release any documents if Louisville Tourism determines that such information is a public record pursuant to the Kentucky Open Records Act. Louisville Tourism shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer.

Laws and Regulations

Louisville Tourism requires that all responses to this RFP, and any contract that may result, be in accordance with all applicable laws, ordinances, rules, and regulations of the Commonwealth of Kentucky, Metro Louisville, and Louisville Tourism.

Any contract developed as a result of this RFP shall be governed by the laws of the Commonwealth of Kentucky with venue and jurisdiction in Jefferson County, Kentucky.

APPENDIX A

TERMS AND CONDITIONS

Louisville Tourism is committed to providing high quality, cost-effective services as described herein and engages outside partners in this endeavor. Respondent is expected to represent Louisville Tourism with integrity, professionalism, competence, and due diligence in providing the described services, and to make all efforts to deliver those services as efficiently and cost effectively as possible.

The following terms and conditions for selected Respondent (“Terms and Conditions”) set forth the Louisville Tourism’s expectations. The Terms and Conditions will be effective for all services performed under this contract awarded by Louisville Tourism pursuant to this Request for Proposal.

1. Form of Contract

Louisville Tourism may retain selected Respondent through a written contract. If applicable, selected Respondent must properly execute the original contract and return it to Louisville Tourism, along with any additional documents or information the contract requires.

2. Conflicts of Interest

Prior to engagement, selected Respondent shall perform a thorough check for actual or potential conflicts of interest, as defined by applicable rules of professional conduct, which may arise from selected Respondent’s representation of Louisville Tourism. Selected Respondent must use their best efforts to identify and discuss with Louisville Tourism’s Chief Financial Officer (“CFO”) any potential conflicts of interest, including any philosophic conflict that may compromise a position taken by Louisville Tourism. Throughout the course of selected Respondent’s representation, any conflict must also be promptly disclosed and discussed with Louisville Tourism’s CFO as soon as it becomes known.

If selected Respondent requests a waiver, the request shall set forth, in detail, the measures the selected Respondent will take to protect Louisville Tourism, its agents, officials and employees from any prejudice, and/or any detrimental or adverse consequences. The CFO, however, reserves the right to make an independent determination of whether selected Respondent has an actual or potential conflict of interest in any matter and to grant or deny, on behalf of Louisville Tourism in its sole discretion, such request.

Acceptance of an engagement on a matter by selected Respondent without written disclosure of any conflicts constitutes a representation by selected Respondent that a conflict check has been conducted and that no conflicts exist.

3. Communication

In addition to performing services in a professional, competent and timely manner and making informed, ethical decisions on behalf of Louisville Tourism, selected Respondent shall keep CFO informed of all material developments. Selected Respondent must provide regular, timely, and effective communication to Louisville Tourism's CFO as applicable.

4. File Retention

Selected Respondent shall retain all documents, papers, accounting records and other work product pertaining to this contract for a period of no less than five (5) years after the date of final payment. The selected Respondent shall make such materials available for inspection by Louisville Tourism at a reasonable time. Copies of such data shall be furnished to Louisville Tourism upon request. The selected Respondent is entitled to reasonable reimbursement for the cost of furnishing such copies.

5. Confidentiality

In the course of representing Louisville Tourism, selected Respondent may occasionally gain access to non-public and confidential information. In addition, in such cases, Louisville Tourism requires selected Respondent to maintain the confidentiality of such information both during and after the course of its representation of Louisville Tourism. Selected Respondent must have in place appropriate procedures to ensure the protection of all such information. Selected Respondent must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and non-disclosure of all privileged, proprietary and confidential information, and must take appropriate measures to ensure that personnel are familiar with this requirement and are effectively supervised accordingly.

Selected Respondent must consult with Louisville Tourism's CFO before disseminating any potentially sensitive information acquired from Louisville Tourism or developed or learned while representing Louisville Tourism.

6. Invoices

Selected Respondent shall submit detailed invoices within thirty (30) days of the conclusion of the billing period. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, Louisville Tourism will not pay for services or expenses incurred more than ninety (90) days prior to the date the invoice is submitted. An invoice shall be submitted within thirty (30) days of the conclusion of the service period which shall also detail all work performed since the date of the previous invoice. Invoices will not be accepted more than ninety (90) days after a matter has been closed. Once the guaranteed outside maximum is reached, Louisville Tourism will not pay any fee.

The invoices shall contain narrative descriptions of work performed, including a statement of the date each service was rendered, type of activity, subject matter, and all persons involved. In addition, Louisville Tourism will not be responsible for late fees or other administrative charges.

7. Travel/Meals/Lodging

If applicable, travel, meals, lodging and other related costs which selected Respondent expects to incur in connection with the performance of required services shall require the approval of Louisville Tourism's CFO and shall be reimbursed in accordance with applicable Louisville Tourism travel policies and/or guidelines.

8. Media

Selected Respondent **shall not** make any statements to the media on behalf of Louisville Tourism or relating to Louisville Tourism matters. All media inquiries must be immediately reported to Louisville Tourism's CFO, or as otherwise directed.

Louisville Tourism does not permit selected Respondent to advertise or promote their relationship with Louisville Tourism, other than to list Louisville Tourism as a representative client in the course of marketing efforts.