

VISIT MERIDIAN TOURISM

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Meridian, Mississippi 39301
601-482-8001
dmogollon@lauderdalecounty.org



RFP NO. 102-2023R: ADVERTISING AGENCY SERVICES TOURISM INDUSTRY RECOVERY II

PACKET INCLUDES THE FOLLOWING:

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PROPOSAL ARE DUE ON OR BEFORE TUESDAY, MAY 23, 2023, NOT LATER THAN 5:00 P.M. CDT

NO LATE RESPONSES WILL BE ACCEPTED

Firm Name

LEGAL NOTICE

READVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that Visit Meridian Tourism and Lauderdale County Board of Supervisors will receive proposals until 5:00 p.m. on Tuesday, May 23, 2023, for the following:

RFP NO. #102-2023R: ADVERTISING AGENCY SERVICES TOURISM INDUSTRY RECOVERY II

NOTICE OF INTENT TO BID IS REQUESTED

Detailed specifications and forms/documents can either be downloaded from Lauderdale County Board of Supervisors website at <https://lauderdalecounty.org> or Central Bidding at www.centralbidding.com.

Proposals can either be emailed to dmogollon@lauderdalecounty.org or submitted electronically via WeTransfer or Central Bidding. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. If proposals must be mailed/or hand delivered, they should be in a sealed envelope and **clearly marked** with your Company Name, the RFP Number, Proposal Name and sent to Lauderdale County Board of Supervisors, Purchasing Agent, 11th Floor Courthouse Annex, 410 Constitution Avenue, Meridian, MS during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday up until 5:00 P.M. on May 23rd.

No Vendor may withdraw his/her proposal within thirty (30) days after date of opening proposals without the consent of Lauderdale County Board of Supervisors.

The County reserves the right to select the proposal which best meets the needs of Visit Meridian Tourism and Lauderdale County.

The Lauderdale County Board of Supervisors reserves the right to accept or reject any and/or all proposals and waive informalities in bidding.



VISIT MERIDIAN TOURISM REQUEST FOR PROPOSALS:

ADVERTISING AGENCY SERVICES

Tourism Industry Recovery, II

Proposals due on or before 5:00 p.m. CDT on May 23, 2023.

OBJECTIVE

This RFP has been issued to seek qualified firms who have a working knowledge of the tourism industry and can demonstrate the necessary experience to produce messaging and ad design and provide placement strategy for our leisure travel market. Although it is our intent to contract with the person/company that best meets the qualifications to complete the scope of work, 'Visit Meridian' (Lauderdale County Tourism a department of Lauderdale County, doing business as Visit Meridian) may terminate the negotiations if they are unsuccessful in reaching an agreement on all matters including the scope of work and cost.

VISIT MERIDIAN TOURISM intends to contract with a qualified agency to support its continued recovery efforts, stemming from the negative economic impacts of COVID-19. This contract will be funded through federal ARPA dollars for Mississippi Tourism Recovery, II.

This RFP in no way commits VISIT MERIDIAN TOURISM to award a contract, to pay any costs in preparation of a proposal, or to contract for the goods and/or services offered. Although it is VISIT MERIDIAN TOURISM's intent to contract with the person/company that best meets the qualifications to complete the scope of work, VISIT MERIDIAN TOURISM may terminate the negotiations if they are unsuccessful in reaching an agreement on all matters including the scope of work and cost.

SCOPE OF SERVICES

VISIT MERIDIAN TOURISM wishes to employ an outside agency to produce an overall creative strategy spanning at least 24 months, including destination marketing and messaging; design and creation of various collateral pieces, both for use as print and digital; and integrated marketing activities, including digital marketing, social media strategies, traditional print, broadcast media and others relevant components.

The agency should recommend an overall media creation and placement strategy to clearly position Visit Meridian to visitors as an affordable and attractive open destination for those who enjoy traveling, specifically in its top drive markets. It will be imperative to ensure this scope of services adheres to any changing public health guidelines and is conveyed in an informed manner.

The selected agency's responsibilities will include the below:

- Update, digitally publish, and print destination guides, brochures, sales kits, and other relevant Meridian marketing materials.

- Create a portfolio of new marketing assets, including photos, videos, and testimonials, for use in promotional materials and sustainable travel campaign.
- Create campaigns for niche visitor segments based on behavior and travel trends (road trips, girlfriend getaways, pet-friendly, etc.).
- Develop campaign to attract visitors to each of *VISIT MERIDIAN TOURISM*'s defined markets.
- Execute digital, print, broadcast, and social media marketing campaigns through location and behavioral targeting.

ABOUT VISIT MERIDIAN TOURISM

Visit Meridian is a research-driven destination management and marketing organization with annual collections of around \$750,000 derived from the collection of a 2.5% lodging tax for lodging properties located in Lauderdale County.

Post-pandemic, we saw a \$250,000 budget shortfall. Through CARES Act funding, we were able to recover that shortfall and thrive. Post CARES Act funding, collections have not been consistent, showing more volatility to lingering pandemic flareups as well as economic conditions. Additionally, surrounding states' investments in marketing with ARPA funds has impacted our ability to compete. We, and most other Mississippi destinations are preparing to launch increased marketing efforts with APRA funds. We must inspire travel and capture our fair share of the market to help aid in economic recovery for Meridian and the hospitality industry.

DESTINATION WEBSITE: www.visitmeridian.com

DESTINATION BACKGROUND & STATE OF ECONOMY

VISIT MERIDIAN TOURISM is geographically located in the Central Eastern section of Mississippi. Its population is approximately 75,000 people.

The COVID-19 pandemic created significant disruption to businesses in the hospitality sector including hotels, restaurants, and small businesses. Additionally, many tourism attractions experienced sharp declines in revenue and visitation.

TARGET AUDIENCE DETAILS

Traditionally, our leisure program has been based on a two to four-hour drive market and the messaging has been inspirational and geared toward weekend getaways with a focus of attending a festival or special event. Our location halfway between Atlanta and Dallas and Nashville and New Orleans is one element we promote. Also, our highway system of I 59-20, Highway 45 and Highway 11-80 covers North – South and East - West corridors contribute to our hotel occupancy rates.

AVAILABLE FUNDS

BUDGET: VISIT MERIDIAN TOURISM will fund this contract at a minimum of \$800,000. This budget is based on creative production, strategy execution, media planning and placement (both online and offline), media placement fees, account management fees, and out-of-pocket expenses. This budget will be implemented in phases over a three-year period, with year one requiring the largest amount of production. VISIT MERIDIAN TOURISM reserves the right to adjust both the budget and related services.

BILLING: VISIT MERIDIAN TOURISM limits invoicing to one invoice per month. Each invoice should be on letterhead from the selected agency and include the month(s) for which payment is due as well as detail of work completed at the mutually agreed upon rate(s) or amount in the executed contract as well as a running monthly total of budget spent versus budget remaining.

NOTICE OF INTENT TO BID

The Notice of Intent to Bid (Attachment 1) is non-binding; however, it ensures the receipt of all addenda related to this RFP. Proposals will be accepted only from applicants who submitted a timely Notice of Intent to Bid. Notice of Intent to Bid must be emailed by the deadline below with the subject line “Intent to Bid: Advertising Agency and Production Services” to dmogollon@lauderdalecounty.org

OFFICIAL CONTACT

VISIT MERIDIAN TOURISM requests the proposer designate one person to receive all communications for clarification and verification of information related to this proposal. Please identify this point of contact on the Official Contact Form (Attachment 2).

TIMELINE

This tentative timeline may be altered at any time at the discretion of VISIT MERIDIAN TOURISM and will be funded through federal ARPA dollars for Mississippi Tourism Recovery, II.

Notice of Intent to Bid	MAY 10, 2023
RFP available to agencies	APR 27, 2023
Final day to submit questions regarding this RFP	MAY 16, 2023, by 5:00 p.m. CDT
Questions answered	MAY 18, 2023, by 5:00 p.m. CDT
Proposals due by 5:00 p.m. CDT.	MAY 23, 2023, by 5:00 p.m. CDT
Proposals evaluated by RFP committee	MAY 25-26, 2023
Agencies under consideration will be interviewed. Follow-up interviews will be conducted during this time frame as needed.	JUN 01-02, 2023
Agency selected, and contract negotiations begin.	JUN 05, 2023
Work begins for a limited duration, decided in contract negotiations.	JUN 15, 2023

SUBMITTAL REQUIREMENTS & DELIVERABLES

Your response to this RFP must be submitted in the following format and labeled accordingly:

- A. Statement of Qualifications** – Provide a written statement of your firm’s qualifications for providing the work as described in the Scope of Work.
- B. Tourism Experience** – Provide a written statement of your involvement in the tourism industry, specifically with DMO clients, industry memberships and resources.
- C. Organization, Ownership and Management**
 - 1. Name, address and telephone of the entity that will be contracted with and all trade names to be used.
 - 2. Name, address and telephone numbers of the organization’s principal officers and other owners.

D. Organization's Structure and Experience

1. Organizational chart of company, including any subcontractors who will work with VISIT MERIDIAN TOURISM.
2. Total number of employees including full time, part time and contract workers.
3. Short history of the company, especially as it relates to work in the tourism sector.
4. Summary of employees who will work on the account including their name, title, a short summary of their qualifications and their main role in working with VISIT MERIDIAN TOURISM.
5. Hours of operation that staff will be available and any satellite offices.
6. Experience as it relates to messaging, ad design, and placement strategy. No more than three relevant case studies should be provided, including project goals with measurable KPIs and results. Creative work should be included for each case study.

E. Client Information

1. Current clients in declining order of size.
2. Name your two most recent past clients and reason for termination.
3. Name any travel/tourism clients and their current status.

F. Account Gain and Loss

1. Indicate if the agency has had a contract terminated for non-performance over the last five years with either litigation determining the agency at fault or no litigation due to inaction on part of the organization.
2. List of accounts gained over the last two years and why your organization was awarded the work.
3. Three references that are current accounts with contact names, email and phone numbers. (Attachment 5)

E. Conflict(s) of Interest - The proposer must declare and provide details of any actual, potential or perceived conflict(s) of interest.

F. Certification Form – Certification Form (Attachment 3) must be signed and accompany all RFP Response submissions.

G. Budget – Visit Meridian will be executing this multi-year contract (2023-2026) based on funding for this portion of the marketing plan for a total of this contract for \$811,000. This budget is designed to cover creative production, strategy development and execution including media strategy, planning and negotiations, account management fees, photography, videography, website content fulfillment (new website development handled under separate contract), SEO content creation and updates, public relations, and out-of-pocket expenses. Visit Meridian reserves the right to adjust both the budget and related services. Print media and digital ad placements will be invoiced directly to Visit Meridian and fall outside this budget as does website development and technical build, which is budgeted as follows:

Digital Placement - \$315K

Print Media Placement - \$195K

Website Design (Structure)/SEO - \$71K

CONDITIONS OF PARTICIPATION

1. Submittals in response to this request and respondents' participation in the process shall be at no cost or obligation to VISIT MERIDIAN TOURISM. VISIT MERIDIAN TOURISM reserves the right to, at any time, abandon or terminate its efforts to contract for any or all of said services without any obligation to any respondent.
2. Responses to this request and other materials submitted shall become the property of VISIT MERIDIAN TOURISM and will not be returned.
3. Respondent shall not contact any VISIT MERIDIAN TOURISM personnel after this request has been advertised, except to ask questions as specified below under "Respondent Questions." Such contact will be considered cause for disqualification.
4. VISIT MERIDIAN TOURISM may waive any informalities or minor defects or reject any and all submittals.
5. VISIT MERIDIAN TOURISM reserves the right to reject any submittal if the evidence submitted by, or investigation of, such respondent demonstrates that such respondent or its subcontractors, in VISIT MERIDIAN TOURISM 's opinion, is not properly qualified to carry out the obligations of the Contract or to complete the Work contemplated therein.
6. All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction shall apply to the Contract throughout.
7. This Contract is being funded through a grant provided to VISIT MERIDIAN TOURISM by the State of Mississippi as part its ARPA State and Local Fiscal Relief Fund (SLFRF) allocation received from the U.S. Treasury Department. The SLFRF program places numerous obligations on recipients and subrecipients, which flow down to successful respondent. Each respondent is cautioned to carefully review the *Supplemental Terms and Conditions* which are a part of the sample contract and to ensure that all responsibilities and obligations are properly addressed.
8. By executing a signature on the submittal, respondent certifies that:
 - a. Neither the respondent, nor any of its team members, is currently debarred from submitting proposals or entering into contracts issued by any political subdivision or agency of the State of Mississippi or the Federal Government.
 - b. No Federally appropriated funds have been paid or will be paid, by or on behalf of the respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - c. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, respondent shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EVALUATION & SELECTION

VISIT MERIDIAN TOURISM will establish a committee to evaluate and rate all proposals based on the criteria prescribed (Attachment 4).

SELECTION PROCESS – STEP 1

Proposals meeting all requirements of the RFP will be evaluated by a review committee and ranked based on the following selection criteria. Top agencies will be chosen for Step 2.

- Tourism Industry Experience [15%]
- Qualifications to execute the plan of work, including costs of services [60%]
- References from past clients [10%]
- Evaluation of prior work [15%]

SELECTION PROCESS – STEP 2

Top agencies will be invited to present, via video conference, their suggested framework.

Presentations will be ranked by the following criteria:

- Agency's expertise in diverse but cohesive strategies for driving tourism demand. [60%]
- Ability to illustrate return on investment for suggested strategies. [25%]
- Suggestions to address current and forecasted traveler sentiment. [15%]

SELECTION PROCESS – STEP 3

A contract will be awarded to the organization whose proposal is determined to be the most advantageous to VISIT MERIDIAN TOURISM, taking into consideration the criteria set forth in this RFP. Upon completing the selection process under this RFP, VISIT MERIDIAN TOURISM will notify the winning proposer and all other proposers who were not selected. VISIT MERIDIAN TOURISM's evaluations of proposals are confidential and as such, VISIT MERIDIAN TOURISM is unable to respond to any questions and/or requests for information as to why a company was not selected.

After awarding the contract, the schedule will include a period of collaboration between VISIT MERIDIAN TOURISM and the selected agency to better define, elaborate upon, and update the agency's final Scope of Work and general Terms and Conditions. For the selected agency, an employee will be designated as your contact and will coordinate any materials needed or questions answered with all other VISIT MERIDIAN TOURISM employees.

STANDARD CONTRACT

Following is a copy of VISIT MERIDIAN TOURISM's standard contract template (Attachment 7) to be referenced for this proposal. By responding to this request, the respondent is asserting its intent to accept the terms and conditions contained therein unless exceptions to the contract are provided as part of the respondent's submittal.

DELIVERY REQUIREMENTS

Deliver by 5:00 pm CST on Tuesday, May 23, 2023, by email or via WeTransfer to:
Dede Mogollon
dmogollon@lauderdalecounty.org

Proposals may also be submitted electronically via Central Bidding. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

If proposals must be mailed/or hand delivered, they should be in a sealed envelope and clearly marked with your Company Name, RFP Number, as well as the Proposal Name and sent to the following:

Lauderdale County Board of Supervisors
Attn: Purchasing Agent
410 Constitution Avenue - 11th Floor
Meridian, MS 39301

While we understand your need to put your very best proposal in front of us, please do so efficiently in a document that be easily transmitted digitally to the committee.

Submittals received in any manner not specifically set forth above shall not be accepted or considered. Submittals received after the deadline will not be considered. It is the responsibility of the respondent to ensure that the submittal is received by the specified deadline. The delivery date and time will be recorded upon receipt. VISIT MERIDIAN TOURISM will not be responsible for late or incomplete responses due to mistakes or delays of the respondent or carrier used by the respondent or weather delays. A postmark will not be considered proof of timely submission.

QUESTIONS

Note that all answers regarding questions and request for clarification for this RFP will be responded to publicly consistent with the schedule below to ensure that all respondents have the same information.

Email Dede Mogollon, Executive Director, with any questions by May 16, 2023, at 5:00 p.m. CDT at email address. No calls, please.

NOTICE OF INTENT TO BID

Request for Proposal
Tourism Industry Recovery, II

The Notice of Intent to Bid is non-binding; however, it ensures the receipt of all addenda related to the RFP. Proposals will be accepted only from applicants who submitted a timely Notice of Intent to Bid.

Notice of Intent to Bid must be emailed with the subject line "Intent to Bid: _____" to dmogollon@lauderdalecounty.org Indicate which RFP you are bidding on in the subject line. If you are bidding on multiple, please list them all.

DUE: WEDNESDAY, MAY 10 BY 5PM

PROPOSER/COMPANY: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

WEBSITE: _____

SIGNED: _____

OFFICIAL CONTACT

Visit Meridian Tourism requests that the proposer designates one person to receive all communications for clarification and verification of information related to this proposal.

Please identify that person below.

PROPOSER/COMPANY: _____

CONTACT PERSON: _____

TITLE: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: _____

CERTIFICATION STATEMENT

Please include a signed copy of this statement with your proposal.

By submission of this proposal and authorized signature below, the proposer certifies that the undersigned corporate officer has the authority to bind the proposer to the terms of this proposal and hereby certifies on behalf of the proposer that:

- He/She has read and understands all commitments and terms of this proposal.
- The information contained in this proposal is accurate.
- Proposer's quote is valid for at least 120 days from the date of submission or the deadline for submission, whichever comes last.
- Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days in which to complete contract negotiations, if any, and execute the final contract document. The date of execution can be extended by mutual agreement of the agency / Visit Meridian Tourism.

PROPOSER/COMPANY: _____

TYPE / PRINTED NAME: _____

TITLE: _____

SIGNED: _____

DATE: _____

PROPOSAL EVALUATION CRITERIA

PUBLIC RELATIONS AGENCY SERVICES

For Visit Meridian Tourism use only.



PROPOSER/COMPANY: _____

SELECTION PROCESS – STEP 1

Proposals meeting all requirements of the RFP will be evaluated by a review committee and ranked based on the following selection criteria. Top agencies will be chosen for Step 2.

EVALUATION – STEP 1	PERCENTAGE OF TOTAL	MAX POINTS	SCORE
Tourism Industry Experience: Evaluation will include an assessment of such items as history of your company or professional experience, as it relates to the requirements within the RFP.	15%	15	
Qualifications to Execute the Plan of Work, Including Cost of Services: Evaluation will include an assessment of the qualifications and experience of your managerial team, staff, and subcontractors, as well as an assessment of whether the proposed budget is reasonable and appropriate and if the proposed services are cost effective in relation to the fees charges and value of overall project.	60%	60	
References from Past Clients: Evaluation will include an assessment of past performance both through provided case studies and direct contact with previous/current client references provided by proposer.	10%	10	
Evaluation of Prior Work: Evaluation will include an assessment of your past performance related to scope of work provided in the RFP.	15%	15	
TOTAL	100%	100	

NOTES:

PROPOSAL EVALUATION CRITERIA

ADVERTISING AGENCY SERVICES

For Visit Meridian Tourism use only.



PROPOSER/COMPANY: _____

SELECTION PROCESS – STEP 2

Top agencies will be invited to present, in person or via video conference, their suggested framework. Presentations will be ranked by the following criteria:

EVALUATION – STEP 2	PERCENTAGE OF TOTAL	MAX POINTS	SCORE
Agency’s Expertise in Diverse but Cohesive Strategies for Driving Tourism Demand	60%	60	
Ability to Illustrate Return on Investment for Suggested Strategies	25%	25	
Suggestions to Address Current and Forecasted Travel Sentiment	15%	15	
TOTAL	100%	100	

NOTES:

REFERENCES / SAMPLES

Please provide the following for no fewer than three references. Please include live and current links to samples, not just case studies. You may include additional documentation as needed.

REFERENCE #1	
COMPANY: _____	
CONTACT NAME: _____	
TITLE: _____	
WEBSITE: _____	YEARS OF SERVICE: _____
CITY: _____	STATE: _____
PHONE: _____	EMAIL: _____

REFERENCE #2	
COMPANY: _____	
CONTACT NAME: _____	
TITLE: _____	
WEBSITE: _____	YEARS OF SERVICE: _____
CITY: _____	STATE: _____
PHONE: _____	EMAIL: _____

REFERENCE #3	
COMPANY: _____	
CONTACT NAME: _____	
TITLE: _____	
WEBSITE: _____	YEARS OF SERVICE: _____
CITY: _____	STATE: _____
PHONE: _____	EMAIL: _____

ADDENDA FORM

The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Proposal Total.
(If no addenda, please indicate with N/A in space provided.)

- 1. Addendum # _____ Date: _____
- 2. Addendum # _____ Date: _____
- 3. Addendum # _____ Date: _____
- 4. Addendum # _____ Date: _____

Addendum Acknowledgement:

Signature of Bidder or Authorized Agent

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

STANDARD TERMS & CONDITIONS
AGREEMENT FOR ADVERTISING AGENCY



Vendors selected through the competitive RFP process shall enter into a written agreement for negotiated services. In the event vendor(s) does not provide a Standard Terms and Conditions Agreement, Visit Meridian Tourism's Standard Contract will be used in its place.

[VISIT MERIDIAN]

[AGENCY]

Representative: _____

Representative: _____

Physical Address: _____

Physical Address: _____

Billing Address: _____

Billing Address: _____

CONTRACT TERMS

Initiation Date _____

Complete Date _____

Maximum Budget/Fee _____

DEFINITIONS AND FACTS

These Standard Terms and Conditions, together with the preceding Contract (collectively, the "Agreement") govern the terms under which [AGENCY NAME] may manage Ad Agency Services for the VISIT MERIDIAN. References to "AGENCY" mean [AGENCY NAME], and references to "DMO" mean VISIT MERIDIAN in these Standard Terms and Conditions.

These Standard Terms and Conditions are presented with reference to the following facts:

- a. The Mission of Visit Meridian Tourism is to promote and market travelers to Meridian and Lauderdale County to positively impact the local economy.
- b. Visit Meridian Tourism intends to contract with a qualified agency to support its continued recovery efforts, stemming from the negative economic impacts of COVID-19. This contract will be funded through federal ARPA dollars for Mississippi Tourism Recovery, II.
- c. This contract will be funded through federal American Rescue Plan Act (ARPA) dollars for Mississippi Tourism Recovery, II (HB453), which authorizes Destination Marketing Organizations to use such funds to pay the costs of certain marketing activities. Marketing activities include multimedia marketing and advertising, such as digital media, broadcast media and printed media; travel publications; production; travel market sector analysis; consumer travel sentiment; public relations; communication strategy; direct sales bookings; group tour bookings; and tourism development.

- d. AGENCY is organized and equipped to carry out the promotional, tourism, and business assistance activities desired by DMO, and has special local knowledge, expertise, skill, and facilities for promotional work.

INTERPRETATION. The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the DMO by virtue of that party having drafted this Agreement.

INDEMNITY AND HOLD HARMLESS. AGENCY agrees to indemnify, defend, protect and hold free and harmless DMO and its board, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of AGENCY, its agents, employees, and sales personnel or from the publication of any editorial or AGENCY materials supplied by AGENCY, including, without limitation, any such liability arising out of copyright, privacy, or antitrust.

INDEPENDENT STATUS. The parties intend that this Agreement will create an independent contractor relationship. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

CONFIDENTIALITY. Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this Agreement), will be treated as confidential. AGENCY will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of DMO.

AGENCY and DMO collectively agree to keep the terms of this Agreement and all information pertaining to services, either party's business, and other information strictly confidential. Disclosure by AGENCY or DMO to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental AGENCY or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other party promptly if any such disclosure is requested or required.

Neither party shall issue any press releases or public announcements pertaining to this Agreement or contracts, unless such releases or announcements have been approved by the other party prior to issuance.

All data collected by AGENCY, DMO and/or any third party in connection with this Agreement shall be exclusively owned by DMO, and not used or disclosed by AGENCY without DMO's prior approval in each instance.

Results of DMO's media placement or earned media will be privileged information only shared between the DMO and AGENCY, unless otherwise noted by the DMO.

SCOPE OF SERVICES. AGENCY agrees to fulfill the set forth scope of services discussed prior to contract and Agreement being signed. Additions and/or modifications to the Scope of Services should be discussed in advance and agreed upon between representatives of both the AGENCY and DMO.

REPORTING. AGENCY will provide monthly reports, at a minimum, taken directly from the applicable advertising / media account(s), demonstrating key performance indicators as disclosed in proposal and contracts.

COUNTS AND MAKE GOODS. AGENCY counts instances of content being delivered based on requests, and AGENCY will issue monthly tracking reports on that basis. If AGENCY fails to deliver the contracted impressions during the contract term, DMO's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be reported by AGENCY's ad server platforms. AGENCY guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand.

INTELLECTUAL PROPERTY AND COPYRIGHT. The DMO retains all usage, ownership, and intellectual property rights of materials produced by the AGENCY upon completion of and payment of deliverables. DMO and AGENCY recognize that the copyright created by AGENCY during the contract term is owned by the DMO. DMO and AGENCY agree that DMO has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish, retransmit, re-perform, redistribute or otherwise re-use any artwork, logos, taglines, descriptions, imagery, video, branding, etc., in whole or in any part, whether or not combined with material of others. AGENCY retains the right to display such materials on business website, social media accounts, and in other portfolio of work.

COMPENSATION. The AGENCY shall perform services as required by DMO for the specific purposes of Ad Agency Services. The budget charged for services rendered is not to exceed \$811,000. This cost is inclusive of any out-of-pocket costs incurred by the AGENCY in the performance and delivery of this contract. Expenses not explicitly included in Contract and Scope of Work shall not be incurred unless approved by DMO in advance. Commission fees should be provided and explained through documentation. The AGENCY agrees to supply the DMO with all available reporting related to charges and third-party costs upon request.

The AGENCY will work in tandem with other partner entities as identified by the DMO for the purposes of media planning/buying, as directed by the DMO. Any third-party billing passing through the AGENCY will be billed back to the DMO. Time billing will not accrue against the DMO's budget in the performance of media buying and auditing.

If during the period of this Agreement, AGENCY revises its rates, DMO shall be notified no less than thirty (30) days in advance. In such event, AGENCY and DMO will modify this Agreement and related Contract to reflect rate revisions, only after a discussion and mutual decision to continue using/providing services.

BILLING: VISIT MERIDIAN TOURISM limits invoicing to one invoice per month. Each invoice should be on letterhead from the selected agency and include the month(s) for which payment is due as well as detail of work completed at the mutually agreed upon rate(s) or amount in the executed contract as well as a running monthly total of budget spent versus budget remaining.

ASSIGNMENT. AGENCY shall have no right or ability to assign, transfer, or sublicense any obligations under this Agreement without the prior written consent of DMO (and any attempt will be void).

MODIFICATION. This Agreement may only be modified in writing and signed by both parties hereto.

TERMINATION OF AGREEMENT. DMO may terminate this Agreement, with or without cause, upon DMO's giving written notice thereof to AGENCY. The DMO or AGENCY reserve the right to cancel this contract with a 60-day written notice supplied to the signers of this contract, or their designated representative. Upon such termination, on DMO's demand, AGENCY shall promptly reimburse DMO on a pro-rata basis for any unearned portion of the monthly payment.

In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, DMO and AGENCY may mutually agree to alter the Agreement terms or either party may terminate the contract upon 10 business days' notice in party's sole discretion.

FAILURE TO MEET MINIMUM REQUIREMENTS. If AGENCY fails to fulfill the minimum requirements of this Agreement, or to otherwise comply with any provision of this Agreement, then the matter shall be investigated by DMO's Administrator, or its designee, who shall make a recommendation to DMO's Board/Director as to the remedy for breach of this Agreement. The breach may be cured by reasonable substitution of services provided, by reimbursement of a portion of the fee paid by DMO to AGENCY, or by other such remedy as the DMO Board/Director may reasonably require. DMO and AGENCY agree the decision of the DMO Board/Director shall be final and conclusive.

DISCRIMINATION. No person shall, on the grounds of race, sex, creed, color, religion, national origin, handicap, or disability, be excluded from participation in, refused the benefits of, or otherwise subjected to discrimination in any activities, programs, or employment supported by this Agreement.

COMPLIANCE WITH LAWS. This Agreement shall be governed by the laws of the State of Mississippi. AGENCY shall comply with all applicable laws, ordinances, and codes of the State of Mississippi and City of Hattiesburg, and any legal actions shall be brought in an applicable court in Forrest County, Mississippi.

STANDARD TERMS & CONDITIONS
AGREEMENT FOR AD AGENCY SERVICES



AGREEMENT FORM.

IN WITNESS WHEREOF, DMO and AGENCY hereby execute this Agreement through its respective authorized officers as though such had executed this Agreement on the date, month, and year first above written.

This Agreement may be executed by DMO/AGENCY by manual, facsimile, or scanned PDF signatures.

[VISIT MERIDIAN]

Representative: _____

Physical Address: _____

Billing Address: _____

[AGENCY]

Representative: _____

Physical Address: _____

Billing Address: _____



CONTRACT TERMS.

Initiation Date _____

Complete Date _____

Maximum Budget/Fee _____

Vendors selected through the competitive RFP process shall enter into a written agreement for negotiated services. In the event vendor(s) does not provide a Standard Terms and Conditions Agreement, VISIT MERIDIAN's Standard Contract will be used in its place.