

LAUDERDALE COUNTY BOARD OF SUPERVISORS
VISIT MERIDIAN TOURISM
2000 Front Street, Suite A
Meridian, Mississippi 39301
601-482-8001

lcarmichael@lauderdalecounty.org



RFP NO. LC105-2023: DIGITAL MARKETING SERVICES TOURISM INDUSTRY ARPA FUNDS

PACKET INCLUDES THE FOLLOWING:

- Legal Advertisement
- The Proposal
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PROPOSALS ARE DUE ON OR BEFORE MONDAY, JANUARY 08, 2024, NOT LATER THAN 5:00 P.M. CDT

NO LATE RESPONSES WILL BE ACCEPTED

Firm Name

LEGAL NOTICE

ADVERTISEMENT 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 Monday, January 08, 2024, for the following:

**RFP NO. LC105-2023: DIGITAL MARKETING SERVICES
TOURISM INDUSTRY ARPA FUNDS**

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 lcarmichael@lauderdalecounty.org or submitted electronically via WeTransfer.com or Central Bidding. For questions related 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, 612 22nd Avenue S, Meridian, MS during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday until 5:00 p.m. on January 08, 2024.

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: RFP NO. LC105-2023: DIGITAL MARKETING SERVICES

Tourism Industry ARPA Funds



Proposals due on or before 5:00 p.m. CDT on January 08, 2024.

OBJECTIVE

This RFP has been issued to seek qualified companies who have a working knowledge of the tourism industry and can demonstrate the necessary experience to place digital advertising utilizing but not limited to the following tactics:

Google Search (SEM), Responsive Display and Remarketing
Meta Prospecting and Remarketing
Google Video, YouTube and/other video applications
OTT

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 company 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, I.

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 a vendor to place digital advertising. The project serves to encourage visitors to stop and extend their length of stay. Social media is an important element of Visit Meridian's branding, marketing, and visitor information strategy.

The selected vendor's responsibilities will include:

Targeting out-of-state travel prospects with a heavy emphasis on Alabama and major feeder markets, such as Atlanta, Dallas, New Orleans, and Tennessee markets.

The proposal is to include a description of the overall approach, with budget allocation by tactic and anticipated quantifiable results, e.g., impressions, clicks, views, and a brief description of the team.

Total expenditures: \$337,500.

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.

Through CARES Act funding distributed in 2020, Visit Meridian bounced back from an annual shortfall of \$250,000 and thrived into 2021/2022 with a rebound in hotel occupancy. Post CARES Act funding, collections have been somewhat inconsistent, showing more volatility to lingering pandemic flareups and soft or waning economic conditions. Additionally, surrounding states were quicker to administer new ARPA funds, putting Mississippi communities at a disadvantage in a highly competitive market. Now, we, along with every other Mississippi destination, are preparing to or have launched marketing with ARPA funds. We must ensure our efforts inspire travel and capture our fair share of the market to help aid in continued economic recovery for Meridian and the hospitality industry.

DESTINATION WEBSITE: www.visitmeridian.com

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.

Post-pandemic bounce back pushed Meridian to have the second highest occupancy percentages in Mississippi, which Visit Meridian attributed to its convenient location on the interstate, a sharp decline in air travel, and the increased number of road trips combined with an influx of ARPA monies spent on advertising. In the last three years, downtown Meridian (just 1 mile from the Interstate) has developed into a more complete destination but continues to be unknown to people passing through (e.g., interstate travelers and, to some degree, residents in areas across MS and AL who've not visited in recent years). Of late, we believe we're getting more leisure travel overnights from residents who live within a 100 to 150-mile radius.

Interstate travelers passing through on I/59/20: 1.32M cars travel through Meridian monthly. The interstate travelers who spontaneously stop in Meridian on their way to somewhere else find themselves delightfully surprised at what Meridian offers – *assuming they make it the mere 1 mile off the interstate into downtown*. Otherwise, Meridian is more often a pit stop for gas or an overnight stay at an interstate hotel as part of a longer road trip. The primary project goal is to continue to pursue and expand tourism and economic development within the City and County.

AVAILABLE FUNDS

BUDGET: VISIT MERIDIAN TOURISM will fund this contract at a maximum of \$150,000/annually. This budget is based on FYE Oct 2025, FYE Oct 2026, and 4th Quarter CY2026. Total expenditures: \$337,500.00

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: Digital Marketing” to lcarmichael@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, I.

Intent to Bid.	DEC. 13, 2023
RFP available to agencies.	DEC. 19, 2023
Final day to submit questions regarding this RFP.	DEC. 20, 2023, by 5:00 p.m. CDT
Questions answered	DEC. 22, 2023, by 5:00 p.m. CDT
Proposals due by 5:00 p.m. CDT.	JAN. 08, 2024, by 5:00 p.m. CDT
Proposals evaluated by RFP committee.	JAN. 08 - 11, 2024
Vendors under consideration will be interviewed. Follow-up interviews will be conducted during this time frame as needed.	JAN. 15 - 16, 2024
Vendor selected, and contract negotiations begin.	JAN. 18, 2024
Work begins for a limited duration, decided in contract negotiations.	JAN. 25, 2024

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 company’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 number 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 digital media placement. Sample 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.

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

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

I. Budget – Visit Meridian will be executing this multi-year contract (2025 – 4th Quarter CY2026) based on funding for this portion of the tourism development plan for a total of this contract for \$337,500.00. This budget is designed to cover digital marketing. Visit Meridian reserves the right to adjust both the budget and related services. Services will be invoiced directly to Visit Meridian.

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 3).

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

The top companies will be invited to present, via video conference, their suggested framework.

Presentations will be ranked by the following criteria:

- Company’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 VENDOR to better define, elaborate upon, and update the agency’s final Scope of Work and general Terms and Conditions. For the selected VENDOR, 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 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 Monday, January 08, 2024, by email or via wetransfer.com to:

Laura Carmichael

lcarmichael@lauderdalecounty.org

While we understand your need to put your very best proposal in front of us, please do so efficiently in a document that is 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 requests 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 Laura Carmichael, Executive Director, with any questions by December 20, 2023, at 5:00 p.m. CDT at lcarmichael@lauderdalecounty.org. No calls, please.

NOTICE OF INTENT TO BID

Request for Proposal
RFP NO. LC105-2023 Digital Marketing Services - Tourism Industry ARPA

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 lcarmichael@lauderdalecounty.org Indicate which RFP you are bidding on in the subject line. If you are bidding on multiple, please list them all.

DUE: MONDAY, JANUARY 08, 2024, BY 5:00 PM

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

Digital Marketing

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 fee's 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

Digital Marketing

For Visit Meridian Tourism use only.



PROPOSER/COMPANY: _____

SELECTION PROCESS – STEP 2

Top vendors 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
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

Digital Marketing



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.

[DMO NAME]

[VENDOR]

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 [VENDOR NAME] may manage Digital Marketing services for VISIT MERIDIAN. References to "VENDOR" mean [VENDOR 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 company 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 Recover, 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. **VENDOR** 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. **VENDOR** 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 **VENDOR**, its agents, employees, and sales personnel or from the publication of any editorial or **VENDOR** materials supplied by **VENDOR**, 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. **VENDOR** 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**.

VENDOR 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 **VENDOR** or **DMO** to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental **VENDOR** 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 **VENDOR**, **DMO** and/or any third party in connection with this Agreement shall be exclusively owned by **DMO**, and not used or disclosed by **VENDOR** 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 **VENDOR**, unless otherwise noted by the **DMO**.

SCOPE OF SERVICES. **VENDOR** 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 **VENDOR** and **DMO**.

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

COUNTS AND MAKE GOODS. VENDOR counts instances of content being delivered based on requests, and VENDOR will issue monthly tracking reports on that basis. If VENDOR 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 VENDOR's ad server platforms. VENDOR 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 VENDOR upon completion of and payment of deliverables. DMO and VENDOR recognize that the copyright created by VENDOR during the contract term is owned by the DMO. DMO and VENDOR 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. VENDOR retains the right to display such materials on business websites, social media accounts, and in other portfolios of work.

COMPENSATION. The VENDOR shall perform services as required by DMO for the specific purposes of Digital Marketing. The budget charged for services rendered is not to exceed \$150,000 annually. Timing: FYE October 2025, FYE Oct. 2026 + 4th Quarter CY 2026. This cost is inclusive of any out-of-pocket costs incurred by the VENDOR in the performance and delivery of this contract. Expenses not explicitly included in the 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 VENDOR agrees to supply the DMO with all available reporting related to charges and third-party costs upon request.

The VENDOR 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.

If during the period of this Agreement, VENDOR revises its rates, DMO shall be notified no less than thirty (30) days in advance. In such event, VENDOR 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 VENDOR 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. VENDOR 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 VENDOR. The DMO or VENDOR 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, VENDOR 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 VENDOR 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 VENDOR 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 VENDOR, or by other such remedy as the DMO Board/Director may reasonably require. DMO and VENDOR 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. VENDOR shall comply with all applicable laws, ordinances, and codes of the State of Mississippi and City of Meridian, and any legal actions shall be brought in an applicable court in Lauderdale County, Mississippi.

**STANDARD TERMS & CONDITIONS
AGREEMENT FOR Digital Marketing
AGREEMENT FORM.**



IN WITNESS WHEREOF, DMO and VENDOR 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/VENDOR by manual, facsimile, or scanned PDF signatures.

VISIT MERIDIAN

[VENDOR]

Representative: _____

Representative: _____

Physical Address: _____

Physical Address: _____

Billing 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.