

**TRANSYLVANIA COUNTY  
TOURISM DEVELOPMENT  
AUTHORITY**

**Request for Qualifications**

**Support Services**

**Date of Issue:**

**January 18<sup>th</sup>, 2022**

**Response Submission Deadline:**

**April 15<sup>th</sup>, 2022**

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## 1.0 PURPOSE AND BACKGROUND

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Transylvania County Tourism Development Authority requests responses for support services for the Transylvania County Tourism Development Authority Board. The Tourism Development Authority (hereafter the Authority) is a volunteer-board of nine individuals in Transylvania County. Seven of the nine appointees are appointed by the Transylvania County Board of County Commissioners, and the primary revenue source for the Authority is a county-levied and county-administered tax on accommodations.

The Authority is a municipal corporation under the North Carolina Budget and Fiscal Control Act, and its affairs are directly administered by the Board of Directors. In order to assist the Board of Directors, it has traditionally maintained a contract with the Brevard/Transylvania Chamber of Commerce, wherein a portion of the Chamber staff's duties have included providing assistance and organizational needs to the Authority.

The Authority seeks a qualified nonprofit agency to assist it with the day to day needs of being a destination-management organization.

Responses shall be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR RESPONSE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE REGARDING RFQ TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the 's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance with the instructions in Section 2.5 RESPONSE QUESTIONS. If the Authority determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFQ addendum. The Authority may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the Authority rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the response non-binding or subject to further negotiation. Vendor's response shall constitute a firm offer.

**By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's response as nonresponsive.**

### 2.3 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The Authority will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Intent to Propose due to Authority	Vendor	February 1, 2022
Issue RFQ	Authority	January 20, 2022
Submit Written Questions	Vendor	March 1, 2022
Provide Response to Questions	Authority	March 15, 2022
Submit Responses	Vendor	April 1, 2022
Contract Awards	Authority	May 1, 2022
Contract Effective Date	Authority	July 1, 2022

### 2.4 QUESTION AND ANSWER SESSION

All parties who respond to the notice of intent to propose will be invited to an online-question and answer session with members of the Board of Directors and the Transylvania County Finance Director.

### 2.5 RESPONSE QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best response possible. To accommodate the Response Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [finance@transylvaniacounty.org](mailto:finance@transylvaniacounty.org) by the date and time specified above. Vendors should enter "TCTDA – RFQ Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFQ section.

Questions received prior to the submission deadline date, the Authority's response, and any additional terms deemed necessary by the Authority will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Transylvania Authority personnel or members of the Board of Directors of the authority, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding.

### 2.5 RESPONSE SUBMITTAL

Responses will be received until 5:00 PM, April 15, 2022. All responses may be submitted electronically submitted via e-mail to [finance@transylvaniacounty.org](mailto:finance@transylvaniacounty.org)

It is the bidder's responsibility to ensure the response is received prior to the response acceptance time. Late responses will not be accepted. The Authority reserves the right to accept or reject all or any part of any response, waive informalities and award the contract to best serve the interest of the Authority. It is the responsibility of the applicant that their response is received. Email confirmations will be sent in response to all responses submitted online.

## **2.6 RESPONSE CONTENTS**

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested. Vendor RFQ responses shall include descriptions of how they intend to service the carry out the job duties and assist the organization:

## **3.0 METHOD OF AWARD AND RESPONSE EVALUATION PROCESS**

### **3.1 METHOD OF AWARD**

All qualified applicants will be evaluated by the Transylvania County Tourism Development Authority Board, which will choose the most qualified agency to provide services to the Tourism Authority's Board of Directors.

Responses will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff to provide support services.

Vendors are cautioned that this is a request for qualifications, not formal commitment to contract and the Authority reserves the unqualified right to reject any and all qualifications.

### **3.2 EVALUATION CRITERIA**

Following the deadline for submittals, a selection committee will review the submitted responses. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of responses. These criteria are not necessarily listed in order of importance.

- Resumes, or cv, of key personnel
- Experience in aiding local government boards or prior relationships with government entities
- Experience or knowledge of tourism, marketing and destination management

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## **4.0 REQUIREMENTS**

## 4.1 CONTRACT TERM

The Authority intends to purchase these services for a three year term, as early as July 1<sup>st</sup>, 2022

## 4.2 PRICING

Response price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFQ.

## 4.3 VENDOR'S REPRESENTATIONS

- a) Vendor warrants those qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the Authority under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Authority. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

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## 5.0 SCOPE OF WORK

### **Eligibility**

Responses will be accepted from any municipal corporation or other public body, and bodies politic and corporate of the State of North Carolina as well as nonprofit organizations<sup>ii</sup> whose principal place of business is located in Transylvania County. Nonprofit organizations must be organized under Chapter 55A of the North Carolina General Statutes and have a 501-designation from the United States Internal Revenue Service.

### **Project Requirements**

The responding organization must describe its qualifications to manage and assist the Board of Directors with the following duties:

- Overseeing and coordinating all primary elements of marketing and promotion for a destination management organization including management of 3<sup>rd</sup> party contracts with tourism or marketing firms – advertising, public relations, website, email distribution, social media, collateral, billboards, signage, and local tourism partner programs,
- Collaborating with TCTDA board, marketing agency partner or assigned committee to create and fulfill an annual marketing plan defining all elements of planned marketing and promotion for each fiscal year.
- Supporting the TCTDA Board of Directors so it may adequately perform its legal and management duties, including but not limited to:
  - Reporting to the TCTDA Board certain monthly statistics for which a reasonable request may be made by the TCTDA Board as it sees necessary from time to time,
  - Providing monthly activity to the TCTDA Board and providing other financial information as directed herein, or as otherwise reasonably requested by the Board.
  - Preparing and presenting regular reports of TCTDA to the Transylvania County Board of Commissioners in an open public meeting format
- Supervise, manage, and coordinate administration and operations of a destination management organization
- Supporting committees and programs dedicated to the fulfillment of TCTDA's role as a destination management organization, such as a grant program, sustainability efforts, and destination infrastructure initiatives,
- Oversight and coordination of a 3<sup>rd</sup> party agreement for management of the visitor center
- Assisting TCTDA Ex-Officio Finance Officer with accounts payable and receivable processes
- Assistance, support, and communication with local tourism partners as is reasonably expected for a destination management organization,
- Representing TCTDA at local, regional, state, and national conferences or similar events,

The nonprofit partner agency shall be solely responsible for the hiring, evaluation, compensation, benefits, maintenance of any insurance or withholdings tax that may be required, including termination and all matters of human resources pertaining to its employees or any other agent engaged for the purpose of providing services to the Board of Directors of the Authority.

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## **6.0 GENERAL TERMS AND CONDITIONS**

1. **READ, REVIEW AND COMPLY**: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFQ document.
2. **LATE RESPONSES**: Late responses, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of responses.
3. **ACCEPTANCE AND REJECTION**: Transylvania County Tourism Development Authority reserves the right to reject any and all responses, to waive any informality in responses and, unless otherwise specified by the Vendor, to accept any item in the response.
4. **INFORMATION AND DESCRIPTIVE LITERATURE**: If required elsewhere in this response, each Vendor shall submit with its response any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous response or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a response without further consideration.
5. **HISTORICALLY UNDERUTILIZED BUSINESSES**: The Authority is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Authority encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.
6. **INELIGIBLE VENDORS**: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Authority by any company identified in a) or b) above shall be void *ab initio*.
7. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the Authority will maintain as confidential trade secrets in its response that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good

faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

8. **MISCELLANEOUS**: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
9. **INFORMAL COMMENTS**: The Authority shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Authority during the competitive process or after award. The Authority is bound only by information provided in writing in this RFQ and in formal Addenda issued through its agents.
10. **COST FOR RESPONSE PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the Authority will not reimburse any Vendor for any costs incurred or associated with the preparation of responses.
11. **AVAILABILITY OF FUNDS**: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
12. **SITUS AND GOVERNING LAWS**: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
13. **PAYMENT TERMS**: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
14. **NON-DISCRIMINATION**: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
15. **ADVERTISING**: Vendor agrees not to use the existence of The Contract or the name of the Authority as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing information directly to other prospective customers.
16. **INSURANCE**:

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may

be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$1,000,000 each accident and \$1,000,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Transylvania County Tourism Development Authority as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Transylvania County Tourism Development Authority's governmental immunity.

17. **GENERAL INDEMNITY**: The Vendor shall hold and save Tourism Authority, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

18. **CONFIDENTIALITY**: Any County information, data, instruments, documents, studies or

reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Transylvania County Tourism Development Authority.

19. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
20. **ENTIRE AGREEMENT:** This RFQ and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFQ, any addenda hereto, and the Vendor's response are incorporated herein by reference as though set forth verbatim.  
  
All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
21. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the County and the Vendor.
22. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
23. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
24. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.