

PROFESSIONAL SERVICES AGREEMENT
MARKETING AGENCY FOR THE GLENDALE CONVENTION & VISITORS BUREAU
City of Glendale Solicitation No. RFP 21-40

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Highnoon Ventures LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2021 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Account Manager.
 - (1) Consultant will designate an employee as Account Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Account Manager.
 - b. Project Team.
 - (1) The Account Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Account Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement without prior consent of the City.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, estimates, reviews, minutes, as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$2,000,000 as specifically detailed in **Exhibit D** ("Compensation"), without prior written consent from the City.
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Account Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Account Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Account Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Highnoon Ventures LLC
c/o Ken Bonham
117 E 5th St, Floor 2
Tempe, AZ 85281

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Ileana Seward
5850 W Glendale Avenue, Suite 317
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4), renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies And political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

18. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Highnoon Ventures LLC,
an Arizona limited liability company



By: Ken Bonham
Its: Partner

EXHIBIT A
Professional Services Agreement


PROJECT

Consultant will perform services as indicated in RFP 21-40.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Consultant will provide services as indicated in RFP 21-40.

	City of Glendale Solicitation Number: RFP 21-40 / 42100067 MARKETING AGENCY FOR THE GLENDALE CONVENTION & VISITORS BUREAU	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1. INTRODUCTION

The City of Glendale is requesting proposals from qualified, passionate and creative full-service agencies with extensive experience in marketing, research, messaging, and municipal identity/branding through digital, print, and online marketing. The selected advertising firm must help create and establish the City of Glendale’s Convention & Visitors Bureau (“CVB”), Glendale Civic Center and Special Events as a top-of-mind destination for domestic and international target audiences.

2. OBJECTIVES

The primary goals/objectives to be achieved by the advertising firm include but are not limited to:

- A. Identity:** The advertising firm must help create and establish a brand, message, and image to audiences both within and outside the City of Glendale. A defined message that will market the City of Glendale locally, statewide, nationally, and internationally as a top destination for tourism and hospitality. The defined message would market towards meetings and event planners for conferences, events, and local and national tournaments and special events.
- B. Collaboration:** The advertising firm must be flexible and adaptable to meet the needs of other internal divisions such as the Glendale Civic Center and Special Events. On occasion, and as requested by the CVB, the advertising firm shall also work with other groups and businesses both within and outside the city and must be flexible to grow and evolve along with any changes in the market.
- C. Time Management:** The advertising firm must have consistent and effective communication. The advertising firm will be expected to relay important deadlines to the CVB and update the CVB as needed of upcoming due dates or projects. The advertising firm must be flexible and adaptable to meet last minute requests on behalf of The CVB and will be required to have adequate staff to accommodate last minute requests or projects as needed. The advertising firm must be able to take advantage of last-minute remnant advertising and co-op opportunities.
- D. Reporting:** The advertising firm will provide a series of performance updates and milestone analysis reports to the Convention & Visitors Bureau on a monthly basis or upon request. Reports should include, but are not limited to the following:
 - Year-over-Year Website Analytics
 - Google Analytics Report
 - Website Consumer Insights
 - International Geographic Audience
 - National Geographic Audience


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- Advertising recaps for all social media paid campaigns (Facebook, LinkedIn, etc.)
- YouTube Advertising
- Google Analytics (Including Keyword searches)
- Google Display Advertising
- Tourism Analytics

3. SCOPE OF WORK

A. General Marketing Partner:

1. The Contractor shall perform all functions normally required of a full-service marketing and advertising agency for the CVB necessary for the development of Glendale as a brand recognized destination in various media as the CVB shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
 - a. The Contractor shall develop marketing campaigns and an annual Advertising Plan and Budget in a time frame set by the CVB.
 - b. The Advertising Plan and Budget shall be submitted to the CVB for approval. The plan shall be reviewed at the time frame establish by the CVB and revised as desired by the CVB.
 - c. The Advertising Plan shall detail all campaigns planned during each fiscal year, including budget estimates for each.
 - d. The Advertising Plan shall provide a breakdown of proposed spending by media type and proposed production costs.
 - e. The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the CVB. The account management staff shall conduct status meetings with the CVB and provide reports on projects in process at time frames determined in conjunction with the CVB. The consulting or account management staff shall advise on most effective placements and approaches to maximize desirable outcomes using limited funds.
 - f. The Contractor shall recommend, design, implement, and analyze market research opportunities and results – utilizing research to develop strategies for marketing CVB product as required by the CVB.
 - g. The Contractor will manage research projects to determine campaign or program effectiveness and gauge changes in target audience attitudes and perception. Research services to be provided by the Contractor may include, but are not limited to, monthly tracking studies, focus group research, consumer segmentation

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studies, media research, psychographic behavior studies, brand identification analysis, and advertising concept testing.

- h. Contractor will work cooperatively with other City research contractors, or to apply results provided by those contractors, as required by the CVB. The CVB will take ownership of all research results, materials, and databases generated by the Contractor on behalf of the CVB.
- i. Working with different State agencies as their needs require, the Contractor shall research and propose a marketing strategy pertinent to the specific outreach requirements of each requesting CVB.
- j. If identified in the plan, The CVB shall pay all telephone and facsimile charges necessary for the rendering of special or unusual services, such as special phone surveys.
- k. Under the direction of the CVB, the Contractor shall be responsible for the creation of effective advertising materials including, not but limited to, radio, television, print, digital, direct, internet, mobile cinema, Social Media, outdoor and non-traditional or other forms as applicable.

The Contractor shall develop multimedia campaigns in support of the objectives of the CVB.

- l. The Contractor shall offer alternative creative concepts to the CVB for a campaign. Unless otherwise directed by the CVB, at least three different creative concepts shall be offered when the Contractor is making an initial creative presentation to the CVB. Each shall reflect a distinctly different tone, approach, and style.
- m. The Contractor shall provide the CVB with a timely response to its advertising needs and schedules for all projects, allowing sufficient time for developing, presenting, and refining at least three creative concepts, editing and revising the selected option per the CVB request, obtaining final approval from the CVB staff and other CVB designees, producing the final product, and distributing the finished product according to the CVB specifications. In most cases, materials will be delivered to one central location – the CVB’s central office.

B. Plan and Budget: The selected agency will work with the CVB to implement the plan to meet the CVB’s and the City of Glendale’s goals and existing budget. The annual budget is a variable and is determined each year and may vary. The budget needs to cover all aspects of the campaign elements, including, but not limited to: planning, agency fees, creative production,

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strategy, media planning and placement (both offline and online), technology and account management fees. Agencies should be able to demonstrate good budget stewardship and success in leveraging modest, limited government budgets to achieve exponential results.


- C. Staff/Consulting:** The Contractor shall provide sufficient staff to meet the Scope of Work and respond to need as required by the CVB. The account management staff shall conduct status meetings with the CVB and provide reports on projects in the process at timeframes determined in conjunction with the CVB. The account management staff shall also provide other reports as required by the CVB.

- D. Public Service Announcements:** The Contractor shall develop a budget for any proposed The CVB production project. The CVB will provide the Contractor with a target amount for production services and will expect the Contractor to develop a cost-efficient plan that is responsive to the CVB’s needs. Plans are subject to approval by the CVB. The plan and a budget shall provide a breakdown of proposed spending by media type and proposed production costs by category.

- E. Added Value/Bonus Commercials:** The Contractor shall negotiate added-value promotions and free bonus spots, using the CVB’s strategies and direction with all The CVB media buys. Any added-value promotions or bonus spots provided by participating outlets shall be identified in the summary of media buys, and the value of the bonus spots shall be calculated and provided to the CVB to demonstrate and quantify the savings.


- F. Design Firm Services (Creative):**
 - 1. Creative:** Under the direction of the CVB, the Contractor shall be responsible for the creation of creative messaging, tag lines for advertising materials, including, but not limited to, radio, television, print, digital, internet and outdoor.
 - a. The Contractor shall develop multimedia campaigns in support of the objectives of the CVB. The Contractor shall offer alternative creative concepts and develop messaging for the CVB campaigns for both leisure and meeting planners. Unless otherwise directed by the CVB, at least three different concepts shall be offered when the Contractor is making any initial creative presentation to the CVB. Each shall reflect a distinctly different tone, approach, and style.

 - b. The Contractor shall provide the CVB with a timely response to its advertising needs and schedule for all projects, allowing sufficient time for developing, presenting, and refining at least three creative concepts, editing and revising the selected option per the CVB staff and other The CVB designees, producing the final product and

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may void the CVB's approval of the estimate for the project. The Contractor shall be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the CVB's approval.


3. The Contractor shall provide all necessary components needed to produce television and radio commercials. These components include, but are not limited to: directional services, production management, audio recording, music, graphics, animation, film crew, talent, editing personnel, film transfer, and HD.
4. Contractor must have the ability to shoot in all modern digital formats.
5. The Contractor shall provide all necessary components needed to produce quarterly email blasts for meeting planners and travel trade.
6. The Contractor shall create branded templates for presentations to be utilized during tradeshow and meetings, including one-sheets for meeting planner and travel trade outreach.
7. The Contractor shall provide creative for banner advertising, social media thumbnails.
8. The Contractor must have the ability to research and select on-trend swag and promotional items to promote Glendale as a leisure and business meeting destination.
9. The Contractor must have the ability to create or outsource the production of destination maps in both print and digital format for visitors.
10. The Contractor shall have the ability to layout & design, print, and distribute the Glendale Official Visitors Guide and the Lure brochure.
11. The Contractor shall provide all necessary duplication services for distribution of the produced commercials. For audio, the Contractor must be able to provide duplication services in all modern technological formats. In addition, the Contractor must have an electronic delivery method such as DGS and other digital formats as needed.
12. The Contractor must collaborate with the CVB on all aspects of the production process, including but not limited to, storyboard creation, scripting, translation, location scouting, casting, shooting, audio recording, editing, effects, duplication and trafficking. Commercials may be filmed on-site at City of Glendale locations (e.g. City special events).

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- 13. The Contractor shall assist with dubbing, transcribing, and duplication of material for broadcasting services, and with “digital art” for print in newspaper, magazines or other publications.
- 14. The Contractor shall have the ability to produce bilingual marketing material in respective languages whereby the Arizona Office of Tourism is targeting specific countries.
- 15. The Contractor shall obtain the most cost-effective talent and usage agreements involving Screen Actors Guild (SAG), American Federation of Radio and Television Artists (AFTRA), and all talent models for commercial print appropriate and recommend extended talent cycles and buyouts in cases when additional uses of advertisements and their components are anticipated and approved in advance by the CVB.

H. Media Services: The Contractor shall perform all functions normally required of Media Placement by The CVB necessary for the economic and effective placement of advertising in various media as the CVB shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:


- 1. **Media Services:** The Contractor shall be responsible for developing and updating an annual campaign Media Plan for negotiating and placing The CVB materials effectively and efficiently, and for verifying actual placement as required by the CVB.
 - a. The Contractor shall be responsible for developing and updating an annual or campaign Media Plan as required by the CVB that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results. The plan could include such elements as an identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic market and delivering media coverage, and a means to determine the effectiveness of the media campaign.
 - b. The Contractor shall be responsible for the negotiation, purchase, instruction, and delivery of materials for the placement of media time and space and shall explain the process of selecting media outlets to the CVB.
 - c. In negotiating media purchased, the Contractor shall make the CVB aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments shall be approved by the CVB and any savings shall be passed on to the CVB.

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- d. When the CVB is contacted by a company offering media or promotional opportunities for the CVB, the CVB shall direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with CVB objectives and strategies.
- e. The Contractor shall implement a system to ensure that all media was run or published according to any contracts or placement instructions. Affidavits, tear sheets, or other documentation shall be provided.
- f. The Contractor shall notify the CVB before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the Contractor and shall be available for inspection by the CVB or authorized by CVB representatives.
- g. The Contractor shall submit to the CVB any invoices for paid media advertising or campaign in a timely manner. Affidavits and tear sheets shall accompany and final billings.
- h. The CVB may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided the publisher or other owner of said space or time will accept such cancellation without financial penalty. The CVB may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty shall be paid by the CVB.
- i. The Contractor shall present alternative outreach options to the CVB such as; bus posters, radio, movie theater slides, movie theater digital video, or outdoor placements (30-sheets, bulletins, mall kiosks, bus shelters, social media, billboards, transit wraps).

I. Interactive Marketing Services: The Contractor shall perform all functions normally required of an interactive marketing services provider necessary for the development, preparation, and placement of information or advertising on the internet or similar electronic media as the CVB shall direct or deem necessary. Service requirements under this contract category may include, but are not limited, to the following:

- 1. Interactive:** The Contractor shall be responsible for activities related to Internet that may include but are not limited to: creative development of the CVB website graphics and promotions; website maintenance,


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smart acquisition strategies; SEO, SEM, programming HTML, reviewing and evaluating all Internet-related media proposals; gaining knowledge of website users through research ad web-based surveys; co-promotional opportunities and placing Internet advertising for The CVB materials. The Contractor must collaborate with the CVB on all aspects of the development process. Contractor shall provide ongoing advice to the CVB regarding effective interactive marketing and promotions to include but not limited to online, social media mobile, pay per click advertising, collaborations with social medial influencers, and blog editorials.

- a. Contractor shall provide strategic advertising, interactive media and promotional planning.
- b. Contractor shall provide web-based interactive and promotional creative planning and execution.
- c. Contractor shall provide web-based interactive and promotional production.
- d. The Contractor shall negotiate added-value promotions and free bonus spots, using the CVB’s strategies and direction with all on-line vendors included in all The CVB media buys. Any added-value promotions or bonus spots shall be calculated and provided to the CVB to demonstrate and quantify the savings.
- e. The Contractor shall assist with website redevelopment and relaunch enabling visitors, meeting planners, members, and residents’ access to info and the ability to update business content.
- f. The Contractor shall assist with social media placement and content development on platforms such as TikTok, Instagram, Facebook, LinkedIn, and Twitter.

J. Public Relations: The Contractor shall perform all functions normally required of a public relations firm within the State of Arizona as the CVB shall direct or deem necessary. Service requirements under the contract may include, but are not limited to the following:

1. The Contractor shall provide comprehensive public relations/communications consultation and advice by the CVB. The services provided should include at a minimum:
 - a. Planning support such as developing product or initiative promotional plans, strategic communications plans, corporate

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and community-based communication programs, and crisis communication planning.

- b. Strategic planning must include market research, trend casting and ideation, blog writing and development, brand identity development, brand positioning, audience cultivation and brand alliance creation.
- c. Contractor shall promote The CVB to social media influencers, media influencers and storytellers who connect, collaborate and captivate with their respective audiences.
- d. Contractor shall assist with organizing and hosting Journalists during The CVB’s familiarization tours with a focus to help gain and grow exposure for the City of Glendale.
- e. Consultation support such as providing public relations and media relations counsel, designing and supporting media relations proposals and designing and supporting corporate and community outreach.
- f. Staffing and other support such as providing support for publicity, special events, and public relations, assisting with media, speech writing, and assisting the CVB in maximizing effective communication. This can include but is not limited to drafting and distributing news releases and working with the CVB or other contractors in providing bilingual speakers for events.

K. Multicultural Focus Marketing Partner: The Contractor shall perform all functions normally required of a full-service advertising The CVB necessary for the development, preparation, and placement of advertising in various media as the CVB shall direct or deem necessary. The CVB is seeking a Contractor to work cooperatively with the CVB is seeking a Contractor to work cooperatively with the CVB, the General Marketing Advertising Contractor, and other contractors in producing successful multicultural marketing, advertising, and promotional support for the CVB products and initiatives.

L. Promotional or Outreach Events

- 1. The Contractor shall provide through Contractor’s staff, and/or in cooperation with the CVB or other contractors, the coordination, production, and bilingual staffing of promotional functions at community and special events. Written CVB approval of expenditures must be received prior to the event. The Contractor shall be reimbursed for actual expenses incurred as a result of the Contractor’s performance of the services provided. Itemized invoices must be submitted according to the CVB’s billing requirements.

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2. When the CVB is contacted by a company offering promotional or outreach opportunities for the CVB, the CVB will direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with CVB’s objectives and strategies.
3. If requested by the CVB, the Contractor shall also develop joint advertising and promotional opportunities with potential co-sponsors – particularly with other Arizona entities – and facilitate execution of any CVB approved program.

M. General Services Requirements


1. The Contractor shall maintain a full-time office in Arizona so that the contractor can be readily available to the CVB on a daily basis.
2. The Contractor’s staff shall be available for meetings at the CVB’s office at the CVB’s discretion.
3. The Contractor shall make no commitments on behalf of the CVB without prior written approval.
4. The Contractor shall make recommendations regarding ways to generate cost savings wherever possible.
5. The Contractor shall be able to transfer documents, creative artwork and files electronically using a mutually agreed upon format (e.g., PDF, Dropbox, Hightail).
6. The Contractor shall manage the CVB’s account in a businesslike manner, consistent with the CVB’s needs, and conform to the highest possible industry and quality standards. This includes, but is not limited to, adequate staffing to provide effective cost tracking and detailed invoicing as required by the CVB.
7. The Contractor shall provide assistance with Prop 302 reporting, expense reports.
8. The Contractor shall provide proof of performance such as tear sheet, digital file, or digital proof (screen shot).
9. The Contractor shall identify for the CVB the staff member serving as Point of Contact.
10. The Contractor shall advise CVB of emerging technologies and provide the CVB with services using emerging technologies as appropriate.



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- 11.** The Contractor may be requested to work in collaboration with other Contractor(s) to produce successful integrated marketing campaigns. In such instances, contractor(s) would be expected to share necessary information and reporting, perform in a business-like manner, etc.
- 12.** All Information Technology (IT) related services provided by the Contractor, which will be developed for the benefit of the City, must adhere to the CVB standards as developed by the City of Glendale's IT department.
- 13.** All broadcast media shall be Closed Captioned (CC).
- 14.** The Contractor shall provide reports on a monthly basis, and as needed per request.

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Offeror's to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: Highnoon

OFFEROR ADDRESS: 117 E. 5th St., Floor 2 Tempe, AZ 85281



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OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Ken Bonham
 Authorized Signature

5/18/21
 Date

Ken Bonham
 Printed Name (Authorized Signatory)

Highnoon Ventures LLC
 Legal Company Name

Partner
 Job Title

Offeror Certifies it is a (check only one):
 Proprietorship Partnership Corporation

Ken@highnoon.co
 Email Address

117 E 5th St. Floor 2
 Mailing Address

(480) 219-7257
 Phone Number

Tempe, AZ 85281
 City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Mackensie Garretson (480) 219-7257 x214 mackensie.garretson@highnoon.co
 Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 84-3506632

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number _____ Tax Rate: _____ OR No, not required to have an Arizona TPT License


CONFLICT OF INTEREST (SPECIAL NOTICES):

- No, I do not have a conflict of interest
- Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

- Exhibit 1 - Special Notices
- Exhibit 2 - RFP Standard Terms and Conditions
- Exhibit 3 - Insurance Requirements
- Exhibit 4 - Template Agreement

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REQUIRED RESPONSES:

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE, PROVEN PERFORMANCE, & QUALIFICATIONS


- 1.1. Introduce your company, provide a brief history including name, age of the company, location of all offices, duration of performing advertising and marketing services, and any projected changes in your organization in the foreseeable future. Discuss your company’s overall vision, philosophy and/or approach, variety of client base, and significant achievements of awards.

Highnoon is a full-service marketing, advertising, technology and experience agency headquartered in Tempe, Arizona. We saw a changing landscape of consumer participation across digital and traditional mediums, coupled with a democratization of consumer and brand information, that required a different agency model to effectively service – so we designed what we believe the agency model of 5 to 10 years in the future will need to be, and launched it. Highnoon was launched in February 2020 and works with organizations that have bold visions of realizing the remarkable – and that’s exactly what we deliver.

Although officially launched in February 2020, Highnoon is comprised of the ownership, leadership and talent from two long-time, award-winning Arizona-based agencies: Bigfish Creative Group and Lucid Agency – both founded in 2006 and serving over 1,000 clients collectively from 2006 through January 2020.

At Highnoon, we help our clients to provide incredible, seamless experiences across all channels and touchpoints through our business acumen, technological expertise, and creative genius. With our art meet science approach to all client work, we advance outcomes by merging data and design to achieve results. Our team collaborates across departments using real-time data and analytics to provide a truly integrated approach that shifts and evolves based on macro- and micro-factors.

Our differentiator is our collective ability to accomplish the execution of innovative strategy, creative and technology, measured by analytics, to deliver transformative results. With all engagements, we take an integrated approach by looking at the big picture instead of creating siloed, channel-specific plans. In order to realize long-term success, we start by building a strong foundation

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rooted in audience and competitive research coupled with engaging content that elicits a response. Below is a high-level overview of our approach to all client work:

1. Define goals and objectives.

We start by reviewing your business goals and objectives and outlining project KPIs. We want to ensure that all parties are aligned to achieve the same outcomes so we can capitalize on efficiencies to hit our intended target.

2. Find your audience.

Next, we define your audience. We leverage a variety of data points to construct demographic, psychographic and behavioral profiles to learn their motivations at every stage of dynamic, non-linear consumer journey.

3. Create a plan.

Now that we know what you want to accomplish and who we need to address, our team works together to build out a strategy, engagement timeline and implementation plan.

4. Get to work.

Once the plan is created, our team dives in. Fortunately for you, we have some of the best in the business and they won't stop until the job is done.


5. Improve.

Our team values feedback, results and innovative ideas. We use this information to optimize, refine and maximize outputs for your organization.

Highnoon is the current #1 ranked Advertising Agency and also the #1 Social Media/SEO Agency in Arizona (according to Ranking Arizona 2020 and 2021 rankings). But to leave it there would only scratch the surface of what we really do. Over the past year of Highnoon, our agency has delivered best-in-class marketing for a variety of industries. Though we are a vertical agnostic agency, we hold extensive experience within utilities, healthcare, real estate, technology, government/municipalities, finance and higher education. From the beginning, Highnoon has been dedicated to producing results through innovative, clear and effective strategies. Our talented employees are expert in their fields and have years of experience developing successful marketing, advertising and media strategies.

We believe that a partnership between our organizations will result in innovative strategies that will help shape the future of the Glendale Convention & Visitors Bureau (CVB).

- 1.2. Offeror shall provide names and years of experience of key personnel and supervisors and specifically describe the core team who will work with the CVB.

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Resumes should be included. Offeror shall also provide the names of any subcontractors that would be used and years of experience.

We've built a team of the best and brightest, and we can't wait to hit the ground running. Key personnel and supervisors for the CVB are outlined below:

- Alex Giroux, Account Manager, 4+ years of experience
- Hector Almeida, Sr. Paid Media Specialist, 2+ years of experience
- Kathryn Jarosz, VP of Brand Strategy, 10+ years of experience
- Sarah Hobin, VP of Client Services + Success, 13+ years of experience
- Michelle Myers, Director of Content Strategy, 10+ years of experience
- Brian O'Malley, Director of Public Relations, 18+ years of experience
- Kevin Cornwell, Associate Creative Director, 20+ years of experience
- Ryan Schuster, Digital Media Manager, 5+ years of experience
- Megan Mitchell, Integrated Media Manager, 5+ years of experience

Highnoon key personnel resumes can be found in the link provided below:
https://highnoonventures.sharepoint.com/:b:/s/ExternalShare/EW-OMRdFt9FBkT_63CaYMJEBK5aKJsPXT9feGW52cWuPLQ?e=P8BHy8

- 1.3. Offeror shall describe the firm's experience in producing a tourism marketing strategy for organizations similar to the City of Glendale and include experience working with government organizations and multiple stakeholders.


At Highnoon, our mission is to make businesses remarkable. We do so through a variety of strategy and marketing services that inspire and transform our clients' organizations. Our team has years of experience doing this for local, national and global companies. We also take special honor in providing these services in municipalities both locally and across the U.S.

In all industries, authenticity, immediacy and relevancy are more important than ever before. The tracking and data collection across your marketing efforts are essential. Routine data analysis and strategy allow you to drive continuous improvement on your efforts and investments. And last, but not least, the experience that your customers have across touchpoints with your brand is paramount to their decision-making process. We are prepared to arm you with an effective tourism marketing strategy to do all these things.

Below are three samples of similar engagements to that of the City of Glendale.

City of Peoria

During the COVID-19 crisis, the City of Peoria came to Highnoon looking for assistance in marketing their local businesses. Before jumping into a marketing strategy, Highnoon sought to understand the market and consumer needs at a deeper level. The project began with research which included a marketplace

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review, competitive analysis, stakeholder interviews, and consumer survey. During the research phase, Highnoon interacted with multiple groups of stakeholders including internal City of Peoria personnel as well as local business owners. Stakeholder interviews and consumer surveys allowed Highnoon to understand all stakeholder needs and perspectives ensuring alignment on the project goals and objectives.

Robust research efforts allowed Highnoon to create personas that identified Peoria’s major audiences’ motivators, goals, needs, and pain points when shopping or dining at local Peoria businesses. Once personas were crafted, a differentiation mapping exercise was conducted to connect personas to key differentiators which prioritized messaging themes for each audience group. The in-depth research and strategic planning conducted at the outset of this project enabled effective creative, messaging, media planning, and campaign execution and furthered Peoria’s shop local efforts.

City of Goodyear

The City of Goodyear’s Economic Development team came to Highnoon looking to redefine their brand identity in order to communicate more effectively with target organizations. A robust branding process allowed the Economic Development team to better articulate their value proposition and resonate with their audiences. The branding process began with a brand intelligence phase that included stakeholder interviews, consumer surveys, marketplace review, competitive analysis, and persona development. Brand intelligence tasks produced well-rounded knowledge of the local market, industry, and audience and allowed Highnoon to craft clear goals and objectives for the Economic Development brand.

Once the brand intelligence phase was complete, Highnoon conducted a brand strategy workshop which allowed Highnoon to work collaboratively with city and economic development personnel to brainstorm brand direction, characteristics, dimensions, and a mission and vision statement. From there, the Highnoon team refined the brand results and created a robust brand framework that guided creative and messaging strategies. Our branding efforts were brought to life through the creative execution of a lead generation campaign driven to increase qualified leads and raise brand awareness and perception for the City of Goodyear to business leaders.

Town of Cary

The Town of Cary came to Highnoon to help distinguish their brand in order to increase tourism, population, and boost local economic development. The Highnoon team has worked in tandem with another research firm to strategically position Cary as an innovative and personable community in the triangle region of North Carolina.



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Through the completion of this project, the Highnoon team will have created visual brand representation, messaging and communication strategy, and foundational brand guidelines that outline brand goals and guides future marketing and communications efforts.


Highnoon has been given the opportunity to play an active role in communicating with other key stakeholders within the Town of Cary and frequently presents brand and marketing recommendations to various councils and committees.

- 1.4. Offeror shall describe their familiarity, experience, and relationships with local markets (Phoenix metropolitan area) such as media outlets, firms, and individuals. Examples should be provided.

As an agency made up of professionals who have built their careers in the Phoenix market, our PR and media teams have established lasting relationships with the vast array of media outlets here in the Valley, and specifically in the West Valley. Many of our current clients operate out of locales within the Phoenix-Metro area which has allowed us to continually target these outlets while also tracking movement of editors, reporters, sales reps and more. With more than 50 years of collective experience in the Valley, the PR team has strong relationships with both print, broadcast and online outlets to effectively pitch and secure coverage on Glendale and its many events and offerings throughout the calendar year. We boast very close relationships with producers and journalists as well as local outlets like AZ Family (Ch. 3), Fox 10, Phoenix Business Journal, Arizona Republic and Daily Independent. Additionally, we have relationships with society focused publications such as Frontdoors and Trends, but the list extends far past this into more entertainment oriented outlets like New Times and The Entertainer.

Our team has strong relationships and contacts with community and civic organizations such as the Better Business Bureau, GPEC, Westmarc, Glendale Strong Family Network, (various Arizona-based) Chamber(s) of Commerce and more to assist in the promotion and messaging alignment in efforts to advance Glendale as a hub for business, entertainment and leisure.

As an agency focused on strengthening the communities we live and work in, our team also boasts a wide array of relationships with local nonprofits in which we sit on boards, advisory councils and committees alike. A few examples include Junior Achievement, Homeward Bound, Fiesta Bowl Charities, St. Vincent de Paul, Maricopa Community Colleges Foundation and many more. Each of these relationships allow us to not only give back of our time and talents, but connect with business leaders from all corners of the Valley and continually build new relationships that benefit our clients.

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1.5. Offeror shall indicate the current workload of the proposed project staff and their ability to devote sufficient time to the overall account.


Below is a list of the proposed project staff and projected time that they would be able to devote to the City of Glendale account. Please note that percentage of time dedicated will vary greatly dependent on account budget and project status. Regardless of current projections, there will never be a time when the City of Glendale account would be understaffed or have team members involved that could not devote an appropriate amount of time to the account to ensure success.

- Alex Giroux, Account Manager, 20% of time devoted to City of Glendale
- Hector Almeida, Sr. Paid Media Specialist, 15% of time devoted to City of Glendale
- Brian O'Malley, Director of Public Relations, 15% of time devoted to City of Glendale
- Michelle Myers, Director of Content Strategy, 10% of time devoted to City of Glendale
- Kevin Cornwell, Associate Creative Director, 10% of time devoted to City of Glendale
- Megan Mitchell, Integrated Media Manager, 10% of time devoted to City of Glendale
- Ryan Schuster, Digital Media Manager, 10% of time devoted to City of Glendale
- Kathryn Jarosz, VP of Brand Strategy, 5% of time devoted to City of Glendale
- Sarah Hobin, VP of Client Services, 5% of time devoted to City of Glendale

1.6. Offeror shall describe how they would handle staffing changes in the event that current staffing resources become over-extended.

Should staffing changes be required, it is the responsibility of the Agency to properly train new team members on existing accounts ensuring no disruption in the quality or timing of service. Highnoon has a large team which will be onboarded to an account so that we are able to pull in resources as necessary. For the client, this means that we do not have to push deadlines due to the over-extension of any one team member as work can easily be transferred to another available team member.

Should current staffing resources become over-extended, we would likely hire from within a pool of pre-vetted candidates that we have interviewed and have shown an interest in joining our agency IF the need or opportunity arises.

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1.7. Offeror shall disclose if they currently or have in the past worked with any other CVB destinations or any other tourism entities. Please list the dates, lengths of contracts and whether any of the contracts were cancelled and why.

Highnoon is currently engaged with the City of Peoria, City of Goodyear and Town of Cary with no contract cancellations. Members of our team also have experience working with CVB's in the past and are detailed below:

- City of Peoria: 2020 - Present, 1 year contract
- City of Goodyear: 2020 - Present, 3 year contract
- Town of Cary: 2018 - Present, 3 year contract
- Greater Phoenix CVB/Visit Phoenix: 1998 - 2002, 2012
- Scottsdale CVB: 1999 - 2002
- Mesa CVB: 1999 - 2002

2. METHOD OF APPROACH/CAPACITY OF OFFEROR

2.1. Offeror shall describe their in-house creative capabilities.

Humans are emotional creatures. It is our belief that emotions elicit and drive behavior, and it is that behavior that causes our audience to take action. Impactful design execution is an integral part to any campaign's success. It is through our design execution that we are able to cause the emotion in our audience and drive the desired behavior.

The strategy, research, and campaign objectives inform the direction of our creative. We use messaging, imagery, and layout to capture our audience's attention and evoke an emotional response from them. Without strong creative, your message and campaign goal are easily ignored by your audience. Additionally, campaign creative that does not align with your overall brand can weaken brand perception in your audience and cause them to lose trust. According to Nielsen, 50-80% of campaign ROI can be attributed to creative, versus 5 – 35% of ROI that can be attributed to targeting*.

It is our goal as an agency to ensure that any assets put in the marketplace for your brand are cohesive and will creatively resonate with your goal audience. Initially, we propose starting with static ads in the standard ad sizes, but we would strongly recommend incorporating animated and video assets into your marketing mix.

*Source: Nielsen Catalina Research via the Advertising Research Foundation, May 2017.

2.2. Offeror shall describe their standard client communication plan.



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At Highnoon, we're true believers in open and transparent communication. We'll set expectations to ensure we're both aligned, challenge your current way of thinking, yet provide innovative and strategic ideas. As part of the onboarding process, your designated Account Manager will set weekly, or bi-weekly status meetings with the CVB to ensure we're in regular communication. A rolling agenda will be created to ensure all tasks are being discussed and updated with notes being provided following the call with action items for both parties.

When not speaking over the phone or meeting in person, our day to day communication is done via email. All next steps, meeting outcomes, tasks and timelines are shared via email so there is documentation for either team to refer to at any point in time during the project lifecycle.

If the City of Glendale has specific communication requirements of the agency, we would be happy to adapt our process to suit your needs.

2.3. Offeror shall describe their experience targeting a Spanish-speaking audience.

At Highnoon, we understand that all creative and messaging is not created equal, especially when it comes to reaching diverse populations and specifically the Spanish-speaking population of the Valley. We have bilingual staff to assist us with content that is both relevant and resonates with the Latino demographic and also partner with an agency whose sole focus is on multicultural relations. Additionally, we have strong connections with community groups like Chicanos por la Causa, the Hispanic Chamber of Commerce and others to assist with dissemination of information and input on tactics to best reach Spanish-speaking audience.


In our work with Valleywise Health, an organization who serves a high volume of Latino patients, we are continually identifying the most effective channels to communicate to that audience through traditional media, earned media, and creative and community outreach. All materials created by Highnoon and distributed by Valleywise Health exist in both English and Spanish.

2.4. Does the offeror plan to outsource any of its work? If so, please specify what tasks will be outsourced and how it will coordinate the outsourced work with the account.

No work under this RFP would be outsourced.

2.5. Offeror shall describe how the City would interface with the agency.

Highnoon is a highly collaborative agency that seeks client involvement and feedback at every step of the project process. We request that clients provide us with as much detail as possible in their feedback and conversations with us as it allows us a better chance to "hit the mark" within the first round or two of the project. That being said, we understand constraints on client time and that it may prevent a high

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degree of detail being provided every time, and in that case, we are more than happy to work with whatever level of input your team is able to give.

2.6. Offeror shall provide a strategic plan that would market the City of Glendale as a business and leisure destination.

The Valley of the Sun as a whole is known for its countless days of sun, amazing resorts, restaurants, golf courses and outdoor activities to appeal to families, individuals and business travelers alike. But as some of the most visible National events occur in Glendale and around the state-of-the-art stadiums and arenas but touted as Phoenix, many may not understand that Glendale is host to these marquee events. Additionally, visitors and even Phoenixians may not understand that Glendale not only has the infrastructure to handle the influx, but hosts a full calendar of events throughout the year at its many resorts and hotels, venues and more for personal and business affairs.

With this in mind, Highnoon's strategic and integrated plan would center around on-going campaigns in which we would create messaging, events and creative to appeal to audiences both here in the Valley, but primarily for the business and leisure traveler to 'come for the game/event, stay for the hospitality'. Following our agencies discovery phase with Glendale CVB, our strategic plan would be developed to leverage the full Highnoon team to anchor all promotions and outreach to the dynamic, forward looking strategic plan.

2.7. Offeror shall provide a plan on how they will perform all of the requirements of the RFP.

A. General Marketing Partner - As a full-service marketing, public relations and advertising agency, Highnoon has been a general marketing partner for a handful of mid-size to enterprise-size organizations since our existance. Our team will work hand in glove with the Glendale CVB to develop an advertising plan and budget, provide ongoing recommendations and strategies backed by research and collaborate with any other City partners as needed to ultimately achieve results. More detail into how we will perform each of the outlined service requirements is below.

B. Plan and Budget - We would begin the partnership by conducting a category assessment using research (which can be syndicated, quantitative and/or qualitative) to provide a deeper understanding of consumer mindsets, preferences, patterns and insights of the intended target within Arizona. This not only will help to identify and recommend the best marketing efforts but also the most effective and efficient way to properly address the audience in specific markets. This will ensure that Account Management and Strategic Planning teams can leverage the identified opportunities from our market research to develop a comprehensive strategic approach and associated budget that can be best translated into a creative go-to-market plan.



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C. Staff/Consulting - Should Highnoon be awarded the contract, we would staff the account with existing team members, only adding staff (possible blend of both) should it be deemed necessary. At this time, we expect to have nine (9) individuals from the Highnoon team staffed on the Glendale account at all times.

D. Public Service Announcements - The Highnoon team is adept at creating and distributing Public Service Announcements (PSAs) having worked with many nonprofit, government and corporate organizations who require this type of work. Our team is able to script, record/capture and edit content as requested by Glendale CVB and facilitate distribution to third parties.

E. Added Value/Bonus Commercials - When negotiating Media Buys, Highnoon leverages our long-standing partnerships with all local and national technology partner to secure added value on all media placements. We are able to secure added value spots and impressions on both online and offline Media contracts due to the volume run with these partners agency-wide. Added value GRPs and impressions are included in monthly reporting.

F. Design Firm Services (Creative) - The Highnoon Creative team will develop the visual campaign direction(s) based on an approved strategic plan with the objective of making Glendale more desirable and memorable among the intended target with a clear communication message. The creative executions will focus on achieving the strategic plan with key creative ideation towards a cohesive brand voice that will be language agnostic but still deeply rooted in Hispanic truths and insights. Creative ideation, guided by the strategic approach, can include executions for Radio, TV, Print, OOH Social, Digital, Direct Mail and Guerrilla tactics in both English and Spanish language (and any other language for that matter), as needed to support the channel and media plan(s).

G. Production Services - Project descriptions given below are campaign agnostic and describe the process to create a single video.

- :30/:15 Animated Video

Using Client brand guidelines, the Agency will create one (1) thirty (30) or fifteen (15) second fully animated video. The Agency will be responsible for script, storyboarding, voice over talent sourcing, music sourcing (or custom creation should the client wish), animation, and full production. Should a thirty (30) second video be produced, various cuts (i.e. :15, :06, etc) can be produced from the original video for a nominal fee. The Client will receive up to two (2) rounds of review to the script and storyboard. Upon storyboard approval, the Agency will then produce the video. The Client will have one (1) round of edits to the final .mp4 file, limited to minor animation/production tweaks.

- :30/:15 Animated + Stock Footage Video



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Using the Client brand guidelines, the Agency will create one (1) thirty (30) or fifteen (15) second combination stock footage and animated video. The Agency will be responsible for script, storyboarding, stock footage sourcing, voice over talent sourcing, music sourcing (or custom creation should the client wish), animation, and full production. Should a thirty (30) second video be produced, various cuts (i.e. :15, :06, etc) can be produced from the original video for a nominal fee. The Client will receive up to two (2) rounds of review to the script and storyboard. Upon storyboard approval, the Agency will then produce the video. The Client will have one (1) round of edits to the final .mp4 file, limited to minor animation/production tweaks. If storyboard changes are requested during this round of feedback, a Change Order will be issued.

- Live Video Shoot

For live video shoots, the Agency recommends establishing an upfront large scope shoot budget where multiple scenarios and robust b-roll footage can be shot in a single session. Upon color correction and general editing of this footage, the Agency can then use the pre-shot footage to create multiple low-cost, quick-turn custom (re: not stock) videos of varying lengths. For a live video shoot as described, the Agency will be responsible for script, storyboarding, talent sourcing and contract negotiation, location scouting and contract negotiation, pre-production, music sourcing (or custom creation should the client wish), lighting, shooting, directing, post-production – including color correction and editing, and cataloging the library of custom footage. Price for a live video shoot can only be determined once Agency and Client have determined the type of footage needed to complete future video work. Alternatively, the Client can provide a budget and the Agency can propose shoot options based off of budgeted amount.

H. Media Services - Our Media Department provides a full-service Media product offering, all executed in-house. Our team consists of Media Planners /Strategists, Integrated and Digital Media Buyers, Paid Media Specialists, Media Analyst and Media Coordinators that work to execute all Clients’ media strategies. Our team of Planners will initiate all Client Media engagements, and work to define an overall Media mix to achieve success on our Clients’ marketing objectives. The planning phase will consist of Client discovery, market competitive research, media consumption trend research and audience research. The goal of Media Planning is to determine the most efficient media mix necessary to reach our Clients’ target audiences. Our team of traditional and digital buyers will execute upon these planning initiatives, working directly with our market partners to secure the most efficient product mix and media rates.

I. Interactive Marketing Services - Beyond traditional Media Buying and Planning services, Highnoon provides full-funnel marketing solutions including e-mail marketing, content development, and promotional strategy. All interactive or



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integrated marketing work is accompanied by a go-to-market strategy and a plan to distribute content to an engaged audience. Our team of Designers, Developers, Planners and Strategists collaborate together to ensure that all interactive marketing recommendations are cohesive from creation to launch.

J. Public Relations - In regards to Glendale CVB, the Highnoon PR team will leverage its vast experience working with CVB's, sports teams, special events and tourist attractions alike to promote the wide array of opportunities Glendale presents to the business and leisure traveler while educating locals who may need the reminder that fun is just around the corner.

We believe in a multi-pronged approach to PR to utilize all the 'tools' available to us whether its traditional earned media placements, social media, promotional events or direct communications to target audiences. Our goal as a PR team is to be a true extension of the Glendale CVB staff to not only tell the stories, but assist in the creation of the stories from the ground up. We are huge proponents of the 'promotional loop' idea that one story can have many different lives if leveraged on digital channels like social, newsletters, websites and more. Within the ever changing media landscape and as news teams diminish, our team takes a dynamic approach to media relations to act as 'citizen journalists' to capture the impactful video and photos that news mediums need, but simplify for them which maximizes opportunities to tell our clients stories.

With experience working in sports and entertainment, museums and attractions, we believe we will be a strong partner to the Glendale CVB to promote the city as a premiere destination for work, play and more! Below are services that the Highnoon PR team will be ready to execute upon:

- Media Relations: our team will target both the local and national/regional audiences to leverage our strong media ties and ability to create new opportunities. Locally, we will be here to facilitate and staff media hits in support of the Glendale CVB and deliver relevant clips/hits to the client in order to share with audiences through social media and more. Additionally, our team of pros ensure we capture great video and photos at each event to extend opportunities to get additional coverage, but also have ability to create content for social media and the website.

- Social Media (organic and influencer): no PR plan is complete without a robust social media plan. The Highnoon team is both adept at managing the full scope of social media from content and asset creation, graphic support, posting, monitoring and more. We are also accustomed to playing a supporting role to work with social media managers to provide content and consultation to drive awareness and engagement.

- Special/Promotional Events: Highnoon team members have created events of all sizes and stand ready to support the Glendale CVB to create, manage and promote events supporting CVB initiatives. From events on the South Lawn of the White House



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to turning the façade of Arizona Science Center into an 'active' volcano, our team has a playbook to conceive, create and execute on all aspects of an event.

- Community Affairs/Relations: in support of the integrated marketing and PR plan, Highnoon will leverage its connections here in the Valley and beyond to ensure connections are being made or nurtured between business, civic and community organizations to support the Glendale CVB's goals.

- Media/Spokesperson Trainings: whether a seasoned pro or first time interviewee, it is important that Glendale CVB spokespeople are prepared for any interview or presentation. To ensure this, the Highnoon team has a formal media and message training course to prepare individuals of all experience levels.

K. Multicultural Focus Marketing Partner - Highnoon has been providing multicultural marketing services since our inception and our team has years of experience developing effective multicultural marketing strategies.

A recent example working with a local healthcare system for the past 3+ years, Highnoon understands how imagery and messaging that mirror cultural differences can drastically impact the effectiveness of any given campaign. Our campaigns with this client are created with Hispanic, Mandarin Chinese, African refugee, Caucasian/European, and Native American audiences in mind. In working with these audiences, we have learned that the best approach to creating any marketing campaign that will resonate is to speak with the client staff as well as directly with customers within these groups to understand their needs and preferred communication styles. We have gained a tremendous amount of learnings on various cultural groups within Arizona over the past 2 years. We can take these learnings, as well as continue our multi-cultural reviews, and apply them to the Glendale CVB. For the past two years, we have been looking at buying patterns, typical digital/web/and offline habits, healthcare decisions, messaging and imagery preferences, as well as grassroots and local areas of potential engagement for multicultural audiences.

L. Promotional or Outreach Events - To reach new and existing audiences, promotional events are a great way to build awareness and excitement for an event, attraction, new hotel/restaurant and more. The Highnoon team would leverage their experience in experiential marketing and event planning to assist the Glendale CVB in creating promotional and outreach events to boost awareness and increase visitation to Glendale. Whether it's a media preview style event, grand opening, unveiling, social media installation or large scale promotional production, the Highnoon team can plan and execute all logistics for the event and promote to the identified target audiences.

M. General Services Requirements - Highnoon agrees to and understands all General Services Requirements outlined within the RFP.

2.8. Offeror shall describe approach to business travel & leisure messaging with examples for the City of Glendale's Convention & Visitors Bureau.



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Highnoon’s approach to developing business travel & leisure messaging focuses on two main elements: 1. uncovering the locations main differentiators; 2. understanding the target audiences’ goals, motivations and pain points.

While these two elements are vital to all messaging, the order in which we implement each element will vary depending on the type of messaging we are creating. If we are focusing on overarching campaigns to drive overall business and leisure travel, we would start with Glendale’s differentiators, then adapt messaging to each target audience. We take this approach because when it comes to travel and tourism, it can be difficult to gain a full picture of every potential audience segment as the nature of the industry is open to nearly every individual. By starting first with the main differentiators of the City of Glendale, we create campaign concepts that highlight the uniqueness of Glendale, then align messaging to appeal to larger audience segments.

If we are focusing on messaging on a smaller scale, that is not intended to appeal to every potential audience segment, we would start with fully understanding the target audiences’ goals, motivations and pain points, then pair the most appealing differentiators to each audience. This approach gives us the opportunity to refine our messaging through the lens of each audience and position the City of Glendale as the solution to their needs.

Messaging Examples:

Concept 1: It’s in Glendale

The goal of this concept is to highlight the vast variety of entertainment, amenities, events, sports, award-winning food and more that calls Glendale home. Whether someone is looking for a sporting event to attend, family-friendly activities, a place to have a business dinner, dog-friendly attractions, outdoor activity or live music, It’s in Glendale. This concept has the ability to be effective across every audience segment and flex across attractions, amenities and events.

Messaging examples:

Arizona’s largest free holiday light display.
It’s in Glendale.
Don’t miss Glendale Glitters Nov. 29 – Jan. 11

1,571 petroglyphs created by the Hohokam, Patayan and Archaic people.
It’s in Glendale.

Super Bowl LVII
It’s in Glendale.



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Planning your next event has never been so simple.
Over 1,700 hotel rooms and 185-160,000 sq. ft. of meeting space, all within 15 minutes of dining and attractions.
It's in Glendale.

Looking for Arizona's best German restaurant?
It's in Glendale.
Concept 2: Glendale. Let's go!

This concept allows us to achieve a dual purpose of generating excitement about Glendale's unique differentiators and acting as a call to action. When you hear about something that excites or interests you, you say let's go! When you are ready to head out the door or make big moves, you say let's go! Glendale. Let's go! is an invitation for locals, business travelers and leisure tourists to explore everything Glendale has to offer. This concept also lends itself to post-COVID messaging.

Messaging examples:
Discover over 1.6 million lights across 16 blocks at Glendale Glitters.
Let's go!

Tour the largest candy factory in Arizona.
Let's go!

Let's go hike!
Explore 30,000 acres of trails at White Tank Mountain Regional Park.

Post-COVID messaging examples:

We're back to business.
Let's go!

We're ready to play.
Let's go!

To see this concept come to life through messaging and design, please follow the link below:
https://highnoonventures.sharepoint.com/:b:/s/ExternalShare/EadjehAhaZNgp-5CINFLFABUZ197zhdqw6p_16Bd-U3Tw?e=L6bc9y

- 2.9. Offeror shall provide writing samples for Glendale as a destination and should include story pitches to media and social media blogs.



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Building upon the proposed messaging campaigns provided above, our content and PR teams would build out blog content that could also be easily leveraged for media pitches. As this content is created, our teams will work closely together to create an editorial calendar to identify and create unique blogs in addition to supporting the more established attractions like Glendale Glitters, sporting events and more. And while the opportunities are endless, below is a link to a pitch/blog centered around the thriving antique market in Glendale:

<https://highnoonventures.sharepoint.com/:b:/s/ExternalShare/EZQD8hMPFINEpsG1NnizHIUBUW6k2P9yHOamBkiohQ2SJw?e=XPmiR6>

2.10. Offeror shall describe approach to social media influencers and relate how Glendale as a destination would incorporate social platform take-overs and mentions.

Highnoon has extensive experience with influencer relations - utilizing our network of established partnerships and social marketing tools, we would tap both local and national top-tier travel and lifestyle influencers for assistance with these campaigns. To ensure consistent coverage and features, our strategy would include:

1. Sneak peek influencer events: to drive interest in Glendale businesses, foster a sense of community and emphasize Glendale's growing footprint, give local influencers a 'first look' at new opening attractions before they open to the public, including restaurants and bars, parks, events and festivals, resorts and hotels, etc. and invite them for an exclusive tour, tasting or chance to meet with founders/owners.

2. Glendale Giveaways: drive awareness, boost engagement and grow @visitglendaleaz following with recurring "Glendale Giveaways". Partner with local businesses to compile prize packages to highlight the diverse opportunities and experiences one can take advantage of, all without leaving Glendale's borders. An example gift basket could include a free afternoon tea at The Spicery in Our 1895 Home, tickets to a show at Gila River Arena, gift certificates to Westgate restaurants and shops, etc. Participants would be required to comment and follow social channels to enter. This tactic can also be executed on a higher level with social influencers who may work on-trade and we would require them to post on their channels as paid content.

3. Takeover/Q+A: identify influencers in our key target audiences for a social media 'takeover'. Influencers would own @visitglendaleaz and our channels for a day, showing their favorite spots in Glendale, exploring the city, highlighting why they love living or working in Glendale and more. Additionally, we could leverage rotating community leaders, such as members of the Glendale CVB team, city officials or sports figures to host Instagram or Facebook Live Q+A sessions highlighting why they love Glendale and all the city has to offer.

4. "Let's Go Glendale" FAM Tours/Stays: host a familiarization tour for key travel influencers from around the country, building a comprehensive experience to support the "Let's Go" messaging. To further incentivize participation, we can time the tour



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with a large upcoming event or opening, like the 2022 opening of Crystal Lagoon Islands Resort or Super Bowl LVII.

5. Photo-op installations: encourage visitors and residents to share images of Glendale with strategically placed photo-op installations across the city. Extend their reach even further by teaming up with a local artist, florist, etc. to create the installations, which also becomes a good media opportunity, and leverage a unique hashtag to track and measure the campaign. Alternate, more large scale installations can be executed to build excitement for other events and campaigns on a quarterly basis.


6. Antiquing Arizona Series: to highlight the fascinating history of Glendale and its "Arizona's Antique Capitol" accolade, host a yearlong campaign encouraging social media users to share their favorite antique or 'upcycled' finds from Glendale with a dedicated hashtag. Re-share some of the finds to Glendale CVB social media channels throughout the year and at the end of the year select the top 10 to be featured in a head-to-head March Madness style voting competition. Each week, users will be encouraged to vote for their favorite antique find with an eventual 'winner' to highlight best antique and where it was discovered. This tactic also has good opportunity to be leveraged within earned media given the popularity of upcycling within the interior design world to reach younger demographics.

Although much of this could be done organically, a budget would be recommended to engage with micro-influencers to increase engagement and awareness.

2.11. Offeror shall provide suggested approaches for meeting planner and convention outreach, including a strategy for promoting Glendale to meeting planners and travel operators who book events and groups globally.

The Highnoon PR team has a wealth of knowledge and experience in planning events of all sizes both locally, nationally and internationally. To reach the individuals and companies that plan and execute large and small scale events, the Highnoon team would recommend and execute on a few of the tactics below:

- Create or augment current media and sales kit to incorporate new creative/messaging
- Facilitate familiarization events for local planners and vendors to include venue tours, hotel/restaurant visits and more with incentivized pricing for booking large or small scale events. Opportunity to host a 'meet and greet' with Glendale-based vendors to promote overall 'Let's Go' or 'It's in Glendale' messaging.
- Facilitate more robust and personalized familiarization events for large scale travel operators like Maritz to showcase Glendale's available spaces, amenities, proximity to other Valley locales and more. Highnoon to generate invites and collateral to support and coordinate with Glendale CVB on schedules.
- Target media outreach to event planning media outlets across the nation.
- Identify opportunities within messaging to tout affordability of booking events in Glendale compared to other Valley locations.

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2.12. Offeror shall provide approach to tourism research in order for the CVB to make educated decisions on target market outreach.

When it comes to research and analysis, we're more than your typical number crunchers. Highnoon employs a tenured team of four individuals who specialize in research methodologies called the Brand Experience team. Additionally, our media teams conduct ongoing client research utilizing various data platforms to augment any existing client knowledge base.


The Brand Experience team has conducted and delivered myriad research projects ranging from quick online surveys to extensive, multi-point business perception reviews. Regardless of research type or audience, we approach every project with the same goal, to deliver impactful research and relevant insights to our clients. We believe that research is a critical tool in making informed strategic decisions and recommendations. However, research alone will not provide the CVB with the insights you need to differentiate yourself in the marketplace. Highnoon can not only provide you with the data gathered from the research, but we can also provide meaningful findings and their impact on your organization to make educated decisions on target market outreach. It is these findings and impact assessments that differentiate the work that Highnoon does and allows us to deliver tactical advice on how you should approach the market.

To fully understand the opinion of the Glendale CVB brand and our audiences, we must identify and track the metrics that matter to gain a holistic view of consumer perceptions. We typically approach this through:

Awareness + recognition: Brand awareness is the extent to which consumers are familiar with the distinctive qualities of your brand. Similarly, brand recognition is the extent to which consumers recognize your brand based on visual cues such as the CVB's current brand positioning, platform, and key themes, as well as the current branding and marketing campaigns. We will measure two forms of awareness, unaided and aided. Unaided awareness measures ability to recognize your brand without additional visual cues. Aided awareness measures ability to remember your brand after seeing advertising or other visual cues.

Recall: Brand recall tests how well consumers can connect your brand within your industry compared to competitors. By orienting the consumer with others in the marketplace, we will be able to see how strongly your brand performs against direct competition in the tourism and hospitality space.

Impressions: Brand impression measures how current and potential consumers perceive the Glendale CVB and which other brands or qualities they associate

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with you. This will help determine consumers' expectations and perceive the quality of the CVB.


Preference + intent: Brand preference evaluates how likely your audience is to choose Glendale over your competitors. When your audience is satisfied with their understanding of your brand and offerings, they are more likely to engage with you and promote you to others. Brand intent measures how likely your audience is to "convert" (i.e., visit) based on your current market presence. Understanding intent will help us identify the strength of your current brand and promotional efforts as well as help identify what things are causing others to engage with the brand but not convert.

Net promoter score (NPS): Employing a Net Promoter Score framework can help gauge loyalty and satisfaction from current consumers. NPS scores will give us a sense of how many loyal brand advocates we have versus brand detractors.

Brand experience: A crucial part in building and maintaining brand health is the brand experience. Brand experience is a culmination of all the touchpoints your brand has with your audience and how that experience stacks up to their expectations and competitors. A consistent, positive brand experience will lead to higher levels of loyalty and advocacy.

- 2.13. Offeror shall describe how to evaluate the success of a campaign, including both traditional and digital strategies. How do the analytics guide or influence future decision-making?

Our media team leverages a set of in-house measurement, analytics, and reporting tools to educate our media buys, and to develop on-going campaign optimization strategies. Before initiating a Media plan, we will work with the client to map organizational goals to media KPIs to be reported on. These media objectives will guide how allocated media budgets and performance are optimized day-to-day and provide the framework for our monthly reporting with the Client. We leverage our Performance & Analytics team in the launch of all campaigns to set up the proper network tracking required to interpret performance in a meaningful way for our clients. Regarding traditional media channels, we ensure that all partners, stations and vendors selected provide sophisticated measurement capabilities, ranging from market-wide ratings data to beacon-technology measuring physical proximity to ad locations. All information is reported back to the agency on a weekly basis in a format that we are able to ingest into our digital reporting tools, ensuring consistency between both online and offline channels.

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- 2.14. Offeror shall provide a brief description of their experience with media planning, negotiating, buying, and management, and how it decides where, when, and how to purchase media.

Every media plan starts with research and data to aid in strategic planning. Many firms call out the use of data, but they don't necessarily have the technical expertise to slice and dice the data in actionable ways to tell a story. The Highnoon media and analytics teams use data to clearly lay out media objectives and strategies that support higher level marketing strategies, combining 1st and 3rd party data to point the way.

Maximum exposure and ROI takes investment in strategic messaging and targeted media. It takes alignment across channels, be it print, web or other, to drive towards a measurable goal. We'll collaborate to answer in-depth questions about the scope of your engagement.


All of our media buying decisions are based on your campaign strategy and backed by channel specific research. We will recommend a media plan that seeks to maximize your budget allocation through efficient planning and we will provide you with easily understood KPI estimates.

Our buying process is both manual (Display, Retargeting, Paid Search, Sponsorships, Email) and Programmatic (for cross-platform program defined placement). Targeting is always audience demographic and interest specific, and most campaigns are highly geo-targeted to maximize efficiency and relevance.

Our media team is also accustomed to adjusting the campaign budget and marketing channels throughout flights to facilitate the best outcomes during peak seasons. We've been buying and optimizing digital and traditional media for several years, and we actively work with most major ad networks - covering 98% of all available public ad inventory online.

- 2.15. Offeror shall describe the account management team and/or who would be responsible for maintaining budgets, billing and invoicing. Provide an overview of how offeror would allocate the budget using percentages for the various categories discussed in the RFP.

Your designated Account Manager will be responsible for maintaining budgets and will stay in contact with the CVB for any budget related communication. Highnoon has a separate Accounting and Finance department that manages and oversees all billing and invoicing. If awarded the contract, Highnoon will work directly with the Glendale CVB to determine adequate budget allocation using agreed upon percentages for the various categories discussed in the RFP.

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VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

N/A

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

Highnoon acknowledges all issued addendum responses and acknowledgements.

Addendum #1:

<https://highnoonventures.sharepoint.com/:b:/s/ExternalShare/EUxZZCpbUWxArQU9t0KZMIQBTJtp9uZCKdFj352RX5EtDw?e=pdQtrJ>

Addendum #2:

https://highnoonventures.sharepoint.com/:b:/s/ExternalShare/ET-HSQi_RoRNtT32iCk_AbYB5cbCI103C3QwndoEJbNSXA?e=4PMph9

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

N/A

EXHIBIT C
Professional Services Agreement

SCHEDULE

City will provide an annual budget and schedule to the Consultant.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Consultant will receive an annual budget from the City for marketing services. Consultant will be paid based on services provided.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$2,000,000.

DETAILED PROJECT COMPENSATION

Pricing workbook and media markups are attached. Consultant will be paid based on the services provided at the rates indicated in the attachments.



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Procurement Department
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Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

Cost Item Description	Proposed Cost	Proposed Cost	Proposed Cost	Proposed Cost	Proposed Cost	Total Cost
DESCRIPTION	Year One	Year Two	Year Three	Year Four	Year Five	
Media Placement						
Account Executive	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Administrative/Clerical /Intern	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Art Director	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Copywriter	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Creative Director	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Digital Services	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Illustration	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Graphic Designer	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Media Placement Services	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Photo Retouching Production Supervisor	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
Public Relations	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$149 / PER HOUR	\$ 745.00
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Cost Item Description	Proposed Cost	Proposed Cost	Proposed Cost	Proposed Cost	Proposed Cost
DESCRIPTION	Not to Exceed % Mark-Up Year 1	Not to Exceed % Mark-Up Year 2	Not to Exceed % Mark-Up Year 3	Not to Exceed % Mark-Up Year 4	Not to Exceed % Mark-Up Year 5
Media Buys (Print and Broadcast)	15.00%	15.00%	15.00%	15.00%	15.00%
Banners, Signage, Booths, etc.	15.00%	15.00%	15.00%	15.00%	15.00%
Talent, production staff and Media Production (film, lighting, make-up, dubs, photography)	15.00%	15.00%	15.00%	15.00%	15.00%